

Ashridge Executive Education Agreement

This Agreement is made between Ashridge Executive & Organisation Development Ltd, company registration number 1784086, whose registered office is at Ashridge, Berkhamsted, Hertfordshire, HP4 1NS (**Ashridge**) and the client named below (**Client**).

This Agreement describes the services being provided by Ashridge to the Client (**Services**) and the amount the Client has agreed to pay Ashridge for the Services (**Agreed Fee**). This Agreement together with the General Terms and Conditions attached and the additional applicable product related terms in the Appendices form the entire agreement between the parties.

The date of this Agreement is the date of the last signature of all parties to the Agreement.

Project Title: LL-NHS BSA 12 Month Renewal

Client:	NHS Business Services Authority
Registered office address:	NHS Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside Newcastle Upon Tyne NE15 8NY United Kingdom
Company no (if applicable):	
Invoicing address (if different from above):	Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY United Kingdom
Client VAT number:	

Description of Services: Leadership Live including:

- Individual user access to the Leadership Live learning solution for 12 months;
- Initial site design, working in collaboration with client to define the right landing page for your audience, including brand guidelines, logo's and images;
- Content mapping to any competencies, values or behaviours;
- Build of the site from agreed final design, scheduled with you to the agreed launch day.
- Promotional support at initial launch, and on-going;
- Technical support via our in-house support team, accessed directly from your site, telephone and/or email; and
- Monthly MI report, and an annual calendar year summary report, detailing usage.

Product	Details	
Leadership Live	12 Month Renewal	

Payment Schedule:

Milestone	Invoice dates
Leadership Live	May be issued from the date of this Agreement.

Any other additional work and expenses may be invoiced monthly in arrears.

Exchange Rate (if applicable):

Leadership Live (where applicable):

Maximum Number of Users:	[REDACTED]
Initial Subscription term:	12 Months
Start Date:	1st June 2022
End Date:	31st May 2023
Automatic Renewal at the End of the Initial Subscription Term:	No
If the Services include Leadership Live then the Leadership Live Product Terms and Conditions appended to Agreement will apply.	

Special Conditions (where applicable):

12 month renewal under current terms until Framework Agreement tender comes out

By signing and returning this Agreement you are agreeing to the Ashridge General Terms and Conditions and relevant appendices attached.

Date: 10/05/2022

[REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: 11/05/2022

Ashridge General Terms and Conditions

1. Commencement and Term

This Agreement shall commence on the date when it has been signed by both parties ('Commencement Date') and shall continue, unless terminated earlier in accordance with its terms, until delivery of the Services is completed by Ashridge or (i) in the case of coaching services the first anniversary of the first session; or (ii) in the case of Leadership Live services the End Date of the Initial Subscription Terms (or any renewal period).

2. Supply of Services

Ashridge shall supply the Services to the Client from the start date of delivery of the Services under this Agreement or from the Commencement Date whichever is earlier. Ashridge shall perform the Services with reasonable care and skill and in accordance with the description of the Services in this Agreement and will comply with all applicable laws and regulations.

3. Client Obligations

The Client shall co-operate with Ashridge in all matters relating to the Services and provide to Ashridge in a timely manner such information as Ashridge may require and ensure that it is accurate in all material respects.

4. Payment Terms of the Agreed Fees

- (a) In consideration for the provision of the Services, the Client shall pay Ashridge the Agreed Fees in accordance with the Payment Schedule or as otherwise set out in this Agreement.
- (b) All invoices are payable after the date of the invoice.
- (c) All charges are exclusive of VAT at the rate prevailing at the time of delivery and do not include any withholding tax (if applicable) which is the responsibility of the Client.
- (d) The Agreed Fees do not include shipping of materials which will be charged at cost. Any additional services or additional items agreed after both parties have signed the Agreement will be subject to an agreed additional charge.
- (e) If it has been agreed in writing between Ashridge and the Client that invoices will be issued to individual cost centres or individual participants then in the event that payment is not received by the due date the Client will be responsible for the amount outstanding.
- (f) Unless otherwise agreed in writing, mileage will be charged at a standard rate per mile (£0.45), and rail fares will be First Class and airfares Business Class.
- (g) For any work forming part of the Services charged at a day rate, the minimum charge for time spent will be one quarter day's fee.
- (h) Prices are subject to review annually on the 1st January each year.
- (i) In the event that the Services include services provided by third parties (for example actors, or Psychometrics) then the price quoted in the Agreed Fees for such services, whilst accurate at the time, is not guaranteed and may be subject to increases by the third party providers.
- (j) In the event that payment is not received by the due date, Ashridge reserves the right to charge interest on the sum due at the rate of 4% above the base rate of Lloyds Bank PLC from the due date until the date of payment (both before and after any judgment). Such interest shall accrue on a daily basis.
- (k) Where applicable, the Agreed Fee has been calculated using the exchange rate specified in the Work Order. Where the actual rate of exchange at the time of invoice varies from this by more than 5% either way then the Agreed Fees shall be adjusted to reflect the actual rate of exchange at the date of the invoice.

5. Cancellation Terms

For all bookings the Agreed Fees for the Initial Subscription Term, any automatic renewal term and any additional work already performed and all other costs and expenses already incurred by Ashridge prior to cancellation are chargeable regardless of when cancellation takes place.

6. Termination by either party for fault

Without affecting any other right or remedy available to it, either party may terminate this Agreement by written notice to the other party with immediate effect if:

- (a) the other party shall have materially breached any material term of this Agreement, and if capable of remedy, fails to remedy such breach within twenty (20) days following written notice;
- (b) the other party becomes insolvent or enters into bankruptcy, liquidation or receivership or administration or is incapable of payment of debts as they fall due;
- (c) a party reasonably believes that an event or action of the other party is likely to jeopardise its good reputation; and

- (d) (in respect of Ashridge only) upon ten (10) days prior written notice, the Client has failed to pay any undisputed amount due within the agreed payment terms.

7. Intellectual Property

- (a) Intellectual Property Rights (IPRs) are patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, 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, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, 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 in any part of the world.
- (b) All IPRs in any materials, ideas or know-how already existing or used or created in connection with the Services shall be owned by Ashridge (or where the IPRs are owned by third parties and licensed to Ashridge, then shall remain in the ownership of those third parties). Ashridge will grant the Client a non-exclusive, royalty free, worldwide licence to use the IPRs owned by Ashridge (and to the extent that it is able to, to use any IPRs that are owned by third parties) to enable the Client to receive, use and enjoy the Services. The Client will not be permitted to license any third party to use the IPRs.
- (c) "Ashridge", "Ashridge Executive Education" and the Ashridge logo are trademarks belonging to Ashridge and may not be used by the Client without the prior consent in writing of Ashridge.
- (d) Any logos, trademarks or images provided to Ashridge by the Client (including any IPRs therein) during the course of the Services (Client IPRs) belong to the Client. The Client shall grant Ashridge a non-exclusive, royalty free, non-transferable licence to use the Client IPR for the sole purpose of providing the Services to the Client under this Agreement. Except for the licence granted to Ashridge in this condition 7(d), this Agreement does not grant Ashridge any rights to, or in, the Client IPR.

8. Data protection

Data Protection Legislation means the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, the EU ePrivacy Directive 2002/58/EC and any relevant transposition of, or successor to or replacement of those laws including, when they come into force, and all other applicable laws, regulations and codes of conduct in any relevant jurisdiction relating to the Processing of Personal Data, as may be amended from time to time.

- a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- b) The parties acknowledge that for the purposes of the Data Protection Legislation, where the Client makes a data transfer to Ashridge, the Client is the data controller and Ashridge is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Ashridge may also obtain Personal Data (as defined in the Data Protection Legislation, **Personal Data**) directly from participants or it may be generated in connection with the provision of the Services if the Client opts for individual log ins and where that Personal Data is not connected to the Personal Data provided by the Client Ashridge shall be the Data Controller and its use shall be governed by the Ashridge Privacy Policy as published on its webpage. The GDPR Schedule below sets out the scope, nature and purpose of processing by Ashridge, the duration of the processing and the types of personal data and categories of Data Subject.
- c) Without prejudice to the generality of clause 8(a), the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Ashridge for the duration and purposes of this Agreement.
- d) Without prejudice to the generality of clause 8(a), Ashridge shall, in relation to any Personal Data processed in connection with the performance by Ashridge of its obligations under this Agreement:
 - i. process that Personal Data only in order to provide the Services or otherwise on the written instructions of the Client unless Ashridge is required by the laws of any member of the European Union or by the laws of the European Union applicable to Ashridge to process Personal Data (**Applicable Laws**). Where Ashridge is relying

- on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Ashridge shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Ashridge from so notifying the Client;
- ii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - iv. not transfer any Personal Data outside of the European Economic Area or Switzerland unless the prior written consent of the Client has been obtained or where the Services cannot be performed in accordance with this Agreement by Ashridge unless such a transfer takes place and the following conditions are fulfilled:
 - (a) the Client or Ashridge has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) Ashridge complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Ashridge complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - v. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - vi. notify the Client without undue delay on becoming aware of a Personal Data breach;
 - vii. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless required by Applicable Law to store the Personal Data save for any copies that it requires in order to comply with any legislation, regulation or accreditation; and
 - viii. maintain complete and accurate records and information to demonstrate its compliance with this clause 8.
- e) The Client consents to Ashridge appointing any group companies, affiliates, business partners including self-employed adjunct faculty and any other third party suppliers listed in this Agreement as a third-party processor of Personal Data under this Agreement for the purpose of performing the Services and informing the Client, or its participants, of new offers, products and services. The Client agrees that Ashridge may transfer the personal data to its affiliates, sub-contractors and business partners for the purpose of performing this Agreement. with the third-party processor. As between the Client and Ashridge, Ashridge shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.
- f) Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

9. Feedback on Psychometric Tools

For VA Premium psychometric tools will be available and these will be used to adjust the suggested content. If the user requires it Ashridge can provide feedback on the psychometric report by trained feedback givers at an additional cost.

10. Marketing and Promotional Activity

Unless prior exclusion is requested in writing by the Client, the company name of the Client will be added to the Ashridge publicised client list and may be referred to as a client of Ashridge. Information from this list including a small synopsis of the type of program operated may be used in the preparation of tender documents for new clients. Ashridge will not disclose specific program objectives, context, design or content without the Client's further express permission. One of the advantages of being an Ashridge client is access to Ashridge's research activities and expertise gained from working with global organisations and individuals, both private and public sector. Ashridge likes to keep its clients informed of its work, thought-leadership and developments within the learning industry.

If the Client prefers **not** to receive these publications it should advise Ashridge by email to marketing@ashridge.hult.edu. From time to time during the Program photographs, videos and audio recordings may be taken of participants in class or in working groups. These images or recordings will only be used in Ashridge's (or its strategic partners') promotional materials (including their website) which may include transferring them outside the EU. You confirm that Ashridge has your consent to this (and that of the individual participants) unless you notify your program co-ordinator or Client Relationship Manager or Director prior to commencement of the Program.

11. Limitation of Liability

- (a) Nothing in this Agreement shall limit or exclude either party's liability for:
- death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - any damage or loss is suffered by the other party as a result of any infringement of either party or a third party's intellectual property rights;
 - (in respect of Ashridge only) subject to condition 8, to the Client for any loss or damage suffered by the Client in relation to any breach by Ashridge of its data protection obligations in this Agreement.
- (b) Save in respect of conditions 5 and 11(a), the parties shall not be liable to each other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- loss of profits or interest;
 - loss of sales, business or revenue;
 - loss of agreements or contracts;
 - loss of anticipated savings;
 - loss of or damage to goodwill;
 - any indirect or consequential loss;
 - loss of other equipment or property; and
 - incidental and/or punitive damages and any other economic loss or damage of any nature whatsoever,
- irrespective of whether such loss or damage was advised to such party or anticipated by such party prior to performance of its obligations under this Agreement.
- (c) Subject to sub-condition 11(a), each party's aggregate liability under this Agreement in respect of any liability whatsoever and howsoever arising and irrespective of the number of claims make hereunder, shall be limited and shall in no event exceed the lesser of either:
- £1 million; or
 - the aggregate of the amounts paid or payable by the Client to Ashridge for the Services in the period of 12 months immediately preceding the date upon which such liability arose.
- (d) The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

- 12. Use of external/third party suppliers** Any use of external/third party suppliers or products or Client equipment, staff or products by the Client must be agreed with Ashridge at its sole discretion at least fourteen days prior to the commencement of the Services at Ashridge House. The Client is responsible for providing Ashridge with copies of PAT (Portable Appliance Testing) certificates for any suppliers using electrical equipment, and copies of Public Liability Insurance certificates or policy details for all suppliers. Risk Assessments for all team development activities or entertainment, etc., must be completed by the Client or its supplier and copies provided to Ashridge. To ensure the safety of all participants, suppliers and Ashridge staff, it is necessary for suppliers to complete these health and safety documents before the supplier attends Ashridge House. Ashridge reserves the right to refuse any external/third party

suppliers that do not comply with the necessary legislation. Each party assumes all liability for its sub-contractors under this Agreement.

13. Non-Solicitation

The Client may not engage any member of Ashridge staff, or Ashridge faculty or consultant to carry out any related work on a private basis until the expiry of twelve months from the conclusion of the Services or termination of this Agreement whichever is the latter without the prior consent in writing of Ashridge.

14. English Language

Unless otherwise set out in this Agreement the primary language of Ashridge on all programs is English. All participants are expected to participate fully in the process, and are therefore required to have sufficient knowledge of both written and spoken English.

15. Anti-Bribery Legislation

Each Party shall comply with the Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and shall maintain in place adequate policies and procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under the Bribery Act. Neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act (whether such act was committed in the UK or not). The Client and its participants shall comply with

Ashridge's Anti-Bribery and Corruption Policy where applicable.

16. Force Majeure

The parties shall have no liability to each other under this Agreement if they are prevented from or delayed in performing its obligations or if the Ashridge House buildings or accommodation are unavailable by reason of acts, events, omissions, incidents or accidents beyond their reasonable control.

17. Confidentiality

Each party undertakes that it shall not at any time during this Agreement and for a period of two years after termination of this Agreement, disclose to any person any information of a confidential nature that has been disclosed to it by the other party, its employees, agents or subcontractors.

This condition shall not apply to information which is:

- (a) in the public domain (otherwise than as a result of a breach of this Agreement); or
- (b) already in the lawful possession of the receiving party; or
- (c) required to be disclosed by a court or other competent authority; or
- (d) properly disclosed on a confidential basis to staff, sub-contractors, agents or professional advisers of the receiving party, and for Ashridge this includes its self-employed faculty and the employees and self-employed faculty of its strategic partner Hult International Business School, for the purposes of this Agreement.

If 360 degree feedback instruments are being used as part of the Services these will at all times remain confidential as between Ashridge and the individual participant. The results, or any information relating to them, will not be provided to the Client or sponsoring organisation without the individual participant's consent. Ashridge encourages participants to discuss their learning and further development with their line manager or their HR/management development department on their return to work.

18. Entire Agreement

These Terms and Conditions along with the Agreement and any relevant appendices form the entire agreement between the parties. Terms and

Conditions endorsed on or contained in the Client's Purchase Order or Statement of Work or similar document shall have no effect and shall not override this Agreement.

19. Variations

No variation or alteration to any of these conditions shall be effective unless made in writing and signed for or on behalf of both parties.

20. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22. Survival

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

23. Severance

If any term or condition (or any part of a term or condition) is found to be illegal or unenforceable the validity and enforceability of the remaining terms and conditions shall not be affected.

24. Rights of Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

25. Notices

Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, by pre-paid first class post, recorded delivery or by commercial courier to the other party at its registered office. Any notice shall be deemed to have been received, if delivered personally when left at the main reception of the receiving party's registered office, or if sent by first class post or recorded delivery, on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. In case of any notice to Ashridge it shall be addressed to the Head of Legal.

26. Governing Law

This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Leadership Live Terms and Conditions

Definitions:

Information means the proprietary data of Ashridge and/or its third party suppliers that are made available through Leadership Live from time to time including embedded links to databases produced by third party information providers.

Term means the Initial Subscription Term specified on page 1 of this Agreement commencing on the Date of this Agreement or any continuation in accordance with this Agreement.

Login Details are the username and password and/or embedded link supplied by Ashridge to the Client.

Users are those employees of the Client who have been issued with the Login Details and have the ability to connect to Leadership Live through the internet **or** who have the ability to view Leadership Live through the Client's intranet.

Leadership Live is a portal, providing clients with a web-based, information retrieval service, comprising the Information.

1. Licence Grant

Subject to payment of the Agreed Fee, Ashridge grants and the Client accepts a non-exclusive, non-transferrable licence for use of Leadership Live, up to the Maximum Number of Users for the Term. The Login Details must not be shared with any other employees of the Client, associates or otherwise or exceed the Maximum Number of Users.

These terms shall apply to all Users of the Leadership Live, and accordingly, the Client shall be responsible both for its own and its Users compliance with them and maintenance of the security of the Login Details.

Ashridge reserves the right to vary and update the Information at any time without further reference to the Client.

2. Use and Use Restrictions

(a) The Client may access Leadership Live for use only in the internal operation of the Client's business and for the personal, non-commercial use of its employees. In no event shall the Client or the Users use Leadership Live or information contained in it for any commercial use or any competitive purpose related to Leadership Live.

(b) The Customer may not:

- copy, alter, modify or adapt Leadership Live or the Information, including but not limited to, translating, decompiling, disassembling, distributing or creating derivative works; or
- make Leadership Live available for use by loan, rental, sublicense, services bureau, external time sharing or similar arrangement or otherwise.

(c) Notwithstanding the restrictions and obligations set forth in condition 2(b), the Client shall be permitted from time to time to distribute small portions of Information to its employees only. The amount of such Information distributed must be insubstantial in nature in comparison to the total Information.

(d) To ensure compliance with its obligation not to exceed the Maximum Number of Users the Client shall maintain in place a metering mechanism of actual Users. The mechanism and the information recorded and stored therein shall be open to inspection by Ashridge or its duly authorised representative at any time upon reasonable prior notice.

3. Delivery

Subject to payment of the Agreed Fee, Ashridge shall make Leadership Live available to the Client for the duration of Term. The Client shall be totally responsible for all matters relating to the selection and use of telecommunications, internet access and any other systems and services required to access Leadership Live including, but not limited to, any associated charges.

4. Client Support

Ashridge shall be available and shall respond to reasonable Client enquiries by telephone, telephone messages and email Monday to Friday (excluding bank holidays) between 09.00hrs to 17.00hrs, UK time.

5. Termination and Renewal

Leadership Live shall continue in effect until terminated in accordance with the Ashridge General Terms and Conditions or:

- by either party without cause effective at the end of the Initial Subscription Term upon service of at least three (3) months' prior notice in writing to the other party; or
- where Leadership Live is linked to other services provided by Ashridge as set out in the Agreement and those services are terminated for whatever reason, Leadership Live will also terminate with immediate effect.

6. Agreed Fee

For the avoidance of doubt the Agreed Fee is inclusive of any royalty or usage payments due to any third party information providers. No refund of monies paid will be due to the Client on termination by either party pursuant to the Agreement or these terms and conditions.

7. Limited Warranty

Ashridge warrants that it has all necessary consents to licence the use of Leadership Live to the Client. Leadership Live is provided to the Client "as is" and without any other warranty of any kind. Although Ashridge has taken all reasonable care to ensure the accuracy and completeness of Leadership Live and the Information, Ashridge together with any third party information providers make no representations or warranties, express or implied, that Leadership Live and/or the Information or any results obtained from the use of Leadership Live or the Information is free from errors or omissions or as to satisfactory quality or fitness for a particular purpose, accuracy, adequacy, completeness or timeliness thereof.

8. Intellectual Property Rights

(a) The Client acknowledges that Leadership Live constitutes intellectual property, protected under the law of copyright, of substantial value to Ashridge and other third parties. The Client agrees to take reasonable security measures to prevent any unauthorised duplication, distribution, or use of the Information, and in no event shall such measures be less than the Client uses to protect its own proprietary information. In addition, the Client agrees to honour and comply with reasonable requests submitted by Ashridge and/or its third party suppliers in order to protect their respective rights in Leadership Live.

(b) Subject to any contractual limits on indemnity contained in the Agreement or the Ashridge General Terms and Conditions, Ashridge will defend at its own expense any action brought against the Client to the extent that such action is based on a claim that Leadership Live infringes any third party intellectual property rights (unless such action is due to the Client's fault, act or omission) and will pay any reasonable costs which are attributable to any such claim, subject to the following conditions:

- The Client promptly notifies Ashridge in writing of any notice of such claim; and
- Ashridge, at its option, will have sole control of such defence and all negotiations for any settlement or compromise, and the Client shall assist Ashridge in conducting such defence; and
- Should Leadership Live become or in Ashridge's opinion be likely to become, the subject of any such claim or intended claim, the Client will permit Ashridge to procure for the Client the right to continue using Leadership Live so that it becomes non-infringing, or to refund or credit the Client a pro-rata amount of the Agreed Fee for Leadership Live and terminate this Agreement.

9. Indemnification by Client

The Client shall indemnify and defend Ashridge and hold it harmless from and against any loss, damage, or expense, including reasonable legal fees, arising out of:

- (a) Claims by third parties relating to information or analysis provided to clients by the Client from the Client's use of Leadership Live (unless such use is due to Ashridge's gross negligence and/or wilful misconduct), or
- (b) Unauthorised use of Leadership Live by the Client or its employees as described in clauses 1 and 2 and/or non-adherence to the Client's obligations as described in clause 8.

GDPR Schedule - Processing, Personal Data and Data Subjects

1. Processing by Ashridge

1.1 Scope: all employees connected with the Services either as main contact or a participant

1.2 Nature: to send or provide access to learning resources and otherwise communicate with the participant about VA, tailor learning journeys, quizzes

1.3 Purpose of processing: to provide the Services and obtain feedback on the Services

1.4 Duration of the processing: with the exception of storing data, for the duration of the Services to that data subject – personal data may be stored but not otherwise used for longer

2. Types of personal data: email address – depending on the nature of the subscription this may be obtained from the data subject direct and there may be no data transfer from the Client.

3. Categories of data subject: employee