

Private and Confidential

WAYOUT TV and WAYOUT TV Staff
SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made on the date specified in Part 1 (Order Form) as the Commencement Date.

BETWEEN:

- (1) **PeoplePlus Group Limited** whose registered address is 19-20 The Triangle, NG2 Business Park, Nottingham, NG2 1AE with Company No. 05722765 ("**PeoplePlus**").

AND

- (2) The Party specified as the Customer in Part 1 (Order Form) (the "**Customer**").
- each a "**Party**" and together the "**Parties**"

BACKGROUND

- (A) PeoplePlus is *inter alia* engaged in the business of Internet Protocol Television (IPTV) services and has developed a platform for the supply of in-cell information and learning channels Wayout TV, Way2Learn and WAYS.
- (B) The Customer wishes to engage PeoplePlus to provide Services (*as defined in Part 2 (Services)*) to the Customer on the terms and conditions of this Agreement.

IT IS AGREED THAT:

- 1, Defined terms will have the meaning given in Part 3 (Agreed Terms) unless the context otherwise requires.
- 2 This Agreement consists of this page together with Parts 1 to 3 of the Agreement. Where reference is made, within a Part of the Agreement, to a clause or section, such reference shall be a reference to a clause or section in the relevant Part unless expressly stated otherwise or the context otherwise requires.

PART 1 - ORDER FORM

PeoplePlus	Company Name:	PeoplePlus Group Limited
	Registered Address:	19-20 The Triangle, NG2 Business Park, Nottingham, NG2 1AE
	Contact Name:	
	Contact Email:	
Customer	Customer Name	HMP Prescoed
	Customer Registered Address	Coed-y-Paen, Pontypool, Monmouthshire, NP4 0TB
	Customer Contact Name	
	Customer Contact Email	
PeoplePlus Address for Notices	For the attention of:	
	Address: 4th Floor, Edmund House, 12-22 Newhall Street, Birmingham, B3 3AS	
	E-Mail:	
Customer Address for Notices	For the attention of:	
	Address: Coed-y-Paen, Pontypool, Monmouthshire, NP4 0TB	
	E-Mail:	
Commencement Date	1 st December 2023	
Term	1 year term	

Signed for and on behalf of: PEOPLEPLUS GROUP LIMITED	Signed for and on behalf of: HMP Prescoed
Signature: 	Signature:
Name: 	Name:
Title: 	Title:

PART 2 – SERVICES AND FEES

1. SERVICES

PeoplePlus will provide the following in-cell Services to the Prison, conditional upon the system requirements being installed, in accordance with the Service levels detailed below.:

1.1. WayOut TV

The Service covers the provision of carefully selected, professional, prisoner centric content, customised to the Prison's requirements.

- 1.1.1. PeoplePlus will provide a 24/7 service of specially curated education programming: including but not limited to: math, English, workshop and art based programming. All programming follows the Ofcom code of '15' and will not feature any contentious or explicit programming. PeoplePlus will provide a full printed schedule upon request for staff and prisoners. PeoplePlus will also ensure all programming guides are published on Wayout TV.
- 1.1.2. Governors and authorised Senior Management Team (SMT) staff will be permitted to publish onscreen messages through our on-screen ticker news-type service (similar to those shown on 24 hour News channels) providing invaluable up to the minute communication to prisoners, direct to their cells.
- 1.1.3. PeoplePlus will provide an hourly local opt out slot for prisons to publish their own messages, video adverts and Information Advice and Guidance (IAG) content. 'YourLocal' airs at 25-to-the-hour and is updated at 9am and 5pm daily (apart from weekends). Wayout TV undertakes to produce unlimited short bite size video ads for this slot, 'short' is defined as under 2 minute duration. All ads will be produced with inclusivity and equality and will feature text headlines that are easy to read and understand and a voice over for those who may have English as a second language

1.2 System Requirements

- 1.2.1 An exclusive broadband service of no less than 4mbps download and 1mbps upload, is required for the provision of our broadcast service.
- 1.2.2 The Prison shall be responsible for the initial cabling installation necessary for the provision of the Services. Working in conjunction with a HMPPS registered company PeoplePlus offer an initial full site survey, free of charge, with the subsequent installation to be ordered and paid for by the Prison. Alternatively, the Prison can arrange the installation work to be effected by an approved contractor of its own choosing and to be compliant with the specification to be provided by PeoplePlus.

2 SERVICE MANAGEMENT

The following details the Service availability, monitoring of in-scope services and related components and response times:

2.1 Service Availability

- 2.1.1 Telephone support will be available within Office Hours.
- 2.1.2 Email support will be provided within Office Hours. Emails received outside of Office Hours will be collected, however, no action can be guaranteed until the commencement of Office Hours on the next Working Day.
- 2.1.3 On-site assistance is guaranteed within 3 working days of receipt of notification.

2.2 Service Requests

In support of the Service, PeoplePlus will respond to service-related incidents and/or requests submitted by the Prison Representative within the following time frames:

- 2.2.1 Within one Working Day for issues classified as a high priority;
- 2.2.2 Within two Working Days for issues classified as a medium priority;
- 2.2.3 Within five Working Days for issues classified as a low priority.

Remote assistance will be provided, where appropriate, in accordance with the above time-scales.

3. Fee and Payment

3.1 Fees

Service	Fee
Installation cost	
Wayout TV	
Total	

3.2 This amount is exclusive of VAT and represents the one year of this service.

3.3 The services as described in Part 2 – Services and fees can be cancelled 60 days before the first anniversary. Failure to cancel and notify in writing within the 60 day notice period will involve the contract automatically rolling over for another 12 month term and will continue to do so on each anniversary unless cancelled 60 days prior to that anniversary.

4. Payment

- 4.1 Following receipt of this signed Agreement, PeoplePlus shall submit an invoice, to the value of the Fee plus the appropriate VAT prevailing at the date of invoice, in line with the procedures listed in Part 3 – Agreed Terms - Clause 4 Fees and Expenses.
- 4.2 Upon payment of the Fee and confirmation from the Prison's Representative that the necessary system requirements have been met the Representatives of the Parties will liaise to arrange the Service Commencement Date.

PART 3 – AGREED TERMS**1. DEFINITIONS AND INTERPRETATION****1.1. DEFINITIONS**

For the purposes of this Agreement, in addition to the terms defined in the introduction to this Agreement and in the text of this Agreement, whenever used in this Agreement, the following words and expressions shall have the following meanings:

- 1.1.1. **“Applicable Laws”** means any applicable law, statute, rule, regulation, ordinance, guideline, by-law or subordinate legislation whether, in effect in England and Wales, on the date of execution of this Agreement or thereafter and all amendments to the same which come into force from time to time, with which the Parties must comply with while discharging their obligations under this Agreement;
- 1.1.2. **“Authorised Users”** mean users nominated by the Customer who are set up with access to all or specific parts of the Platform, subject to this Agreement.
- 1.1.3. **“Business Day”** shall mean any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in England;
- 1.1.4. **“Commencement Date”** means the date on which this Agreement is executed by the Parties, as mentioned above;
- 1.1.5. **“Confidential Information”** means any information marked or otherwise recognisable as confidential or which is manifestly secret or confidential and which shall include:
- (i) information relating to customers of either Party and/or its group entities of such Party (including personal information);
 - (ii) commercial, financial, marketing, technical or other information or data relating to a Party's or its group entities' business and activities, information relating to research, development, formulae, process, designs, photographs, know-how, drawings, specifications, prospective business, future products, price lists and other information relating to customers, suppliers and employees, current or future products, services, customers, partners, licensors or marketing plans, material relating to the licences software, source codes, system processes, programme documentations, testing procedure, technique, software design; and
 - (iii) trade secrets.
- whether disclosed orally or in writing in whatever medium, together with any reproductions of such information in any form or medium or any part(s) of this information;
- 1.1.6. **“Content”** means all data, information and content including (without limitation) personal information, photographs, graphics, written information, video or audio information and materials to be displayed on the Platform;
- 1.1.7. **“Documentation”** means any PeoplePlus operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Customer (or Authorised User) whether in electronic or paper form;
- 1.1.8. **“Fees”** shall have the meaning ascribed to such term in Clause 4.1;
- 1.1.9. **“Force Majeure Event”** means events that are (a) unforeseeable at the time the Parties entered into the Agreement and; (b) beyond the reasonable control of the affected Party, including acts of God; any other government or other legal or regulatory authority action or inaction; fires; floods; wars or threats of war; riots; national labour disputes; acts of terrorism; disruption to essential services such as electrical power; extreme weather; quarantine or any government or regulatory authority mandated precautions against contagious disease epidemics or pandemics, other than (i) those in each case caused directly or indirectly by the affected Party;
- 1.1.10. **“Intellectual Property Rights” or “Intellectual Property”** mean and include collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded, including all renewals and extensions of such rights or applications and whether now or hereafter existing, files, issues or acquired: (i) patents, patent disclosures, patent specifications, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefore, trade names, service marks, service names, logos, design rights, rights in get-up, database rights and rights in data,

or trade dress; (iv) rights relating to the protection of trade secrets and Confidential Information; and (v) internet domain names, internet and world wide web URLs or addresses; and (vi) all other intellectual proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registrations and whether or not such registration has been obtained;

- 1.1.11. **“Material Breach”** shall mean any breach by either Party of any of the provisions of this Agreement which breach causes or could reasonably be expected to cause a material adverse effect on the other Party's rights or interests;
- 1.1.12. **“Office Hours”** means Monday to Friday 9.00am to 17.00 pm
- 1.1.13. **“Personal Data”** means any information relating to an individual who can be identified, directly or indirectly, in particular by reference to:- (i) an identifier such as a name, an identification number, location data or an online identifier; (ii) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
- 1.1.14. **“Platform”** means the software as a service solution available through which the Customer and Authorised Users can access and utilise the Services;
- 1.1.15. **“Services”** means the services as detailed in the Part 2 (Services and Fees) of this Agreement;
- 1.1.16. **“User Data”** means the proprietary information or data supplied, posted or input by the Customer or Authorised Users to the Platform in the course of using the Services.

1.2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 1.2.1. in this Agreement headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 1.2.2. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 1.2.3. words importing the singular shall include plural and vice versa;
- 1.2.4. any expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- 1.2.5. words denoting any gender shall include all genders;
- 1.2.6. where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a Business Day then that act, matter or thing shall be carried out or performed on the following Business Day;
- 1.2.7. reference to any Applicable Law includes reference to that Applicable Laws as the same has been amended, extended or re-enacted from time to time;
- 1.2.8. unless the context otherwise requires, reference to any, Clause, Schedule, Part, Annexure shall be to a Clause, Schedule, Part or Annexure of this Agreement;
- 1.2.9. The words **“include”** and **“including”** are to be construed without limitation unless the context otherwise requires or unless otherwise specified;
- 1.2.10. The terms **“hereof”**, **“herein”**, **“hereby”** and derivative or similar words refer to this entire Agreement and not to any particular clause, article or section of this Agreement;
- 1.2.11. In the event of any conflict or ambiguity, unless expressly identified otherwise in this Agreement, the provisions of a document higher in the list below will prevail over the provisions of a document lower in the list, to the extent necessary, to resolve the conflict or ambiguity:
 - (a) Part 1 (Order Form)
 - (b) Part 2 (Service and Fees)

(c) Part 3 (Agreed Terms)

2. SERVICES

- 2.1. PeoplePlus will supply the Services set out in Part 2 (Services and Fees) to the Customer in accordance with the terms of this Agreement.
- 2.2. PeoplePlus will provide the Services to the Customer through its own employees, independent contractors or consultants and the Customer shall be informed of such consultants or independent contractors by PeoplePlus (where applicable).

3. RIGHTS AND OBLIGATIONS

- 3.1. The Parties expressly agree that, except for the rights granted hereunder, the Customer shall not have any right, title or interest in or to the Platform and/or Services, as the case maybe. All rights not explicitly granted under this Agreement shall at all times vest with PeoplePlus.
- 3.2. The Customer shall:
 - 3.2.1. keep the Platform and/or Services (and customisations, updates and/or corrections, if any) free and clear of any claims, liens and encumbrances attributable to the use or access of the Platform and/or Services by the Customer and/or its Authorised Users;
 - 3.2.2. use the Platform and/or Services solely for the purpose set forth in this Agreement;
 - 3.2.3. prior to offering a product or service for sale or advertising such product or service or displaying any information, visual or otherwise on the Platform, except for the Purpose, obtain a prior written consent of PeoplePlus;
 - 3.2.4. not provide access to the Platform and/or Services to any third party for any reason, except as is expressly authorised under this Agreement or otherwise and shall promptly notify PeoplePlus if it obtains information as to any unauthorised access or use of the Platform and/or Services by any person or entity, and further agrees to cooperate with PeoplePlus in protecting PeoplePlus' rights with respect to the Platform and/or Services including but is not limited to Intellectual Property Rights;
 - 3.2.5. not sell, advertise for sale or otherwise cause to be displayed or exposed for sale or otherwise on the Platform any product, service, image or visual of any manner that is contrary to this Agreement or any Applicable Laws;
 - 3.2.6. provide all necessary assistance to PeoplePlus to institute or defend any action in respect of any infringement or alleged infringement of PeoplePlus' rights with respect to the Platform and/or Services;
 - 3.2.7. use its best efforts, yet at least those required from a prudent and reasonable person, to use the Platform and/or Services solely in such way that the interests of PeoplePlus, especially regarding public perception and appreciation of the Platform, may not be compromised. This includes, but is not limited to, abiding to the contractual arrangements with third parties and to refrain from commenting negatively or disparagingly about PeoplePlus or its affiliates;
 - 3.2.8. provide reasonable co-operation and access to such information as maybe reasonable required by PeoplePlus in order to render the Services and provide access to the Platform and/or Services to the Customer and its Authorised Users; and
 - 3.2.9. allocate a representative who shall have due authority to commit the Customer in relation to issues arising under this Agreement.
 - 3.2.10. shall take all necessary steps to ensure the health, safety and welfare of all parties in the delivery of the Services.
 - 3.2.11. shall make all required effort to ensure that the Authorised Users are made aware of the instructions given by PeoplePlus regarding the Services. Any breach or suspected breach of the Platform and/or Services shall entitle PeoplePlus to immediately suspend or terminate Customer's and/or Authorised User's right to access the Platform.
 - 3.2.12. shall ensure that it and its Authorised Users use the Platform, Services and Documentation in the ordinary course of its business operations and for its own internal business purposes only. The Platform, Services and Documentation must not be used to provide similar services to third parties unless expressly authorised in writing by PeoplePlus. However, the Customer may copy the Documentation to the extent reasonable necessary for use of the Platform and/or Services as per the Agreement.
- 3.3. PeoplePlus shall:

- 3.3.1. fully and effectually enable access of the Services to the Customer subject to terms of this Agreement;
- 3.3.2. provide the relevant data and other information which is deemed necessary for usage of the Platform by the Customer and effective performance of the terms of this Agreement; and
- 3.3.3. retain the exclusive right to apply for and obtain necessary registrations and approvals with respect to the Services or Platform (and any variations thereof) throughout the world. The Customer shall not engage, participate or otherwise become involved in any other activity or course of action that challenges PeoplePlus's rights in the Services or the Platform, its usage or any derivations thereof.

4. FEES AND EXPENSES

- 4.1. In consideration of the Services, during the Term of the Agreement, the Customer shall pay PeoplePlus the fees as set out in Part 2 (Services and Fees) (hereinafter referred to as "**Fees**") exclusive of Value Added Tax and other applicable taxes which shall be added to the invoice. If PeoplePlus is required to pay any other duties or taxes based on the Services, such duties or taxes shall be invoiced to and payable by the Customer.
- 4.2. PeoplePlus shall raise an invoice on the Customer annually and send it to the Customer contact listed in Part 1 (Order Form) or such other address/id as the Customer may inform from time to time.
- 4.3. The Customer shall pay the Fees to PeoplePlus within 30 days of the date of the invoice. The Customer shall bear all taxes, duties and other government charges imposed on the Customer's purchase of the Services. PeoplePlus shall accept the Customer's claim on tax exemption accompanied by appropriate documentation.
- 4.4. If any invoice (or any part of an invoice) remains unpaid at the due date for payment, such invoice will bear interest at the rate of above the Bank of England base rate from the day after the due date for payment up to (and including) the date of payment of the invoice in full.
- 4.5. Billing disputes may be initiated within 30 days of the invoice date, to the PeoplePlus contact listed in Part 1 (Order Form) or such other contact as PeoplePlus may provide from time to time. Upon expiration of this 30 day period, the Customer shall not be entitled to dispute the Fees. The Parties shall aim to resolve the dispute in good faith. A pending dispute shall not exempt the Customer from paying the undisputed amount in a timely manner.
- 4.6. Acceptance of the Fees by PeoplePlus shall be without prejudice to any claims and/or rights which PeoplePlus may have against the Customer and will not constitute any admission by PeoplePlus under this Agreement.
- 4.7. The Customer shall reimburse PeoplePlus for reasonable out-of-pocket expenses incurred by PeoplePlus in performance of the Services (including but not limited to travel, accommodation and meals), subject to PeoplePlus obtaining on a case-by-case basis the Customer's prior written consent.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Each Party hereby represents and warrants to the other that the following representations and warranties are true and correct as on the Commencement Date:
 - 5.1.1. Each Party has entered into this Agreement out of its own free will and without any undue influence or coercion;
 - 5.1.2. Each Party is a duly organised entity, validly existing and in good standing under the prevailing laws applicable to either Party's respective jurisdiction and has the corporate power and authority to enter into this Agreement and to perform the obligations hereunder;
 - 5.1.3. All corporate actions necessary for the authorisation, execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken; and
 - 5.1.4. Each Party shall undertake such further acts, execute and deliver such further instruments and documents and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- 5.2. PeoplePlus hereby represents and warrants to the Customer that:
 - 5.2.1. PeoplePlus possesses all necessary and requisite right, title and interest in the Platform, free and clear of any liens or encumbrances as far as necessary to grant the license of the Platform under this Agreement;

5.2.2. PeoplePlus has not entered into any agreements relating to the Platform with any person which contradicts the terms of this Agreement;

5.2.3. PeoplePlus and its legal representatives are not aware of any:

1. written claim of infringement with respect to the Platform which has been made by a third party; and
2. unauthorised use, disclosure, infringement or misappropriation of any of the Platform by any third party.

5.3. The Customer hereby represents and warrants to PeoplePlus that:

5.3.1. it has not been induced in any way by PeoplePlus or its employees to enter into this Agreement;

5.3.2. it has the adequate knowledge and expertise to perform its obligations mentioned in this Agreement;

5.3.3. it shall comply with Anti-Corruption Laws (*defined below*) and shall not cause the PeoplePlus, its subsidiaries or affiliates to be in violation of any Anti-Corruption Laws. For purpose of this Clause, "**Anti-Corruption Laws**" mean collectively (i) any applicable legislation or regulation implementing the organization for economic cooperation and development convention against bribery of foreign public officials in international business transactions, including the Bribery Act 2010; and (iii) all other Applicable Laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records and financial controls; and

5.3.4. during the term of this Agreement, the Customer shall not, directly or indirectly, make, offer, promise or authorise any payment or gift of any money or anything of value to or for the benefit of any government official, political party or regulatory authority for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his or its influence to affect any act or decision of a governmental authority or (iii) securing any improper advantage, in the case of (i) or (ii) above in order to assist PeoplePlus or any of its affiliates in obtaining or retaining business for or with or directing business to any person;

5.3.5. any obligation it enters into with its Authorised User/s regarding use of the Platform shall be consistent with this Agreement;

5.3.6. shall not provide any additional warranties apart from the ones given by PeoplePlus under this Agreement, to its Authorised Users;

5.3.7. shall supervise the use of the Platform by its Authorised Users;

5.3.8. any Content uploaded by the Customer or its Authorised Users shall be in compliance with this Agreement and agrees that PeoplePlus does not endorse any Content that it does not produce itself;

5.3.9. it shall be responsible and liable at all times for its Authorised User/s.

5.4. Besides the abovementioned representations and warranties made under this Agreement, the Parties do not give any further warranties.

5.5. Each of the representation and warranties is to be construed independently and is not limited by reference to any other representation or warranty.

6. INSPECTIONS AND AUDIT

6.1. The PeoplePlus shall be entitled to inspect and audit the use of the Platform and/or Services used by the Customer and the Customer agrees to provide all required assistance as PeoplePlus may need.

6.2. If required, the Customer shall on request always allow PeoplePlus access to its premises for all reasonable purposes connected with the delivery of the services and during normal operating times for the premises and at other times by agreement if applicable provided that Government lockdown rules or other Government action preventing access is not in force

7. CONFIDENTIALITY

7.1. Each Party ("**Receiving Party**") recognises that they will be given and have access to Confidential Information of the other Party ("**Disclosing Party**"). The Receiving Party undertakes not to use any of such Confidential Information for its own purposes or

any other purpose without the prior written consent of the Disclosing Party and shall use its best efforts to keep confidential and not to disclose to any third party any such Confidential Information. The Receiving Party shall also cause its respective directors, employees, officers and any other persons to whom the above-mentioned information is disclosed (on a need to know basis) to observe confidentiality in terms of this Clause 7. The obligations of confidentiality shall not apply to any information that:

- 7.1.1. was developed independently by the Receiving Party;
- 7.1.2. was known to the Party prior to its disclosure by the Disclosing Party;
- 7.1.3. has become generally available to the public (other than by virtue of its disclosure by the Receiving Party);
- 7.1.4. may be required in any report, statement or testimony submitted to any Governmental, regulatory body;
- 7.1.5. may be required in response to any summons or in connection with any litigation (subject to the Disclosing Party being informed beforehand and Disclosing Party's prior approval which shall not be unreasonably withheld; or
- 7.1.6. may be required to comply with any law, order, regulation or ruling applicable to any Party hereto;

Provided that prior to any disclosure in respect of a request to disclose Confidential Information under clause 7.1.4, 7.1.5, 7.1.6, the Receiving Party shall first notify the Disclosing Party and disclose the information only to the extent required in accordance with the instructions provided by the Disclosing Party. The provisions of this Clause 7 shall survive the termination of this Agreement.

- 7.2. The terms and conditions of this Agreement and all other information exchanged between the Parties would also be considered as Confidential Information and would not be disclosed to any third party by the Parties except as provided herein. In the event of a disclosure required by law, the Disclosing Party would use all reasonable efforts (and cooperate with the Receiving Party's efforts) to obtain confidential treatment of materials so disclosed.
- 7.3. No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties, except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.4. Subject to any legal requirements to keep and archive the Confidential Information, on termination of this Agreement for whatever reason, the receiving Party shall return to the disclosing Party (or, at the discretion of the disclosing Party, destroy) all copies of confidential information of the other Party, which it has in its possession.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Customer acknowledges that all Intellectual property Rights in the Platform are the sole property of PeoplePlus. The Customer shall not use any Intellectual Property Rights of PeoplePlus except as necessary for the use of Platform in the manner enumerated under this Agreement and as the PeoplePlus may authorise in writing. If the Customer becomes aware of any instances of misuse of any of the Intellectual Property Rights of PeoplePlus by third parties, it shall immediately notify PeoplePlus and render all reasonable assistance to PeoplePlus in any proceedings that PeoplePlus may take to prevent such misuses.
- 8.2. The Customer undertakes to not reproduce, copy, modify or adapt, communicate, publish, reveal, supply, distribute or commercially exploit the Intellectual Property of PeoplePlus except as necessary for the use of the Platform and as expressly specified under this Agreement. The Customer agrees, warrants and undertakes that it shall take all necessary measures to ensure that any Intellectual Property of PeoplePlus under this Agreement is not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copied for any other reason.
- 8.3. As part of the Services, PeoplePlus may convert the data provided to it for us on the Platform. In such a case, PeoplePlus shall own (i) all applicable copyright and database rights in the compilation or the conversion of the data for use on the Platform and (ii) all other applicable Intellectual Property Rights in any of the techniques, methods or programmes used to convert the data for use as part of the Services.
- 8.4. This Clause shall survive the expiration or termination of this Agreement.

9. TERM AND TERMINATION

- 9.1. **Term:** This Agreement shall come into force from the Commencement Date and shall automatically renew for a period of 12 months and shall continue to renew for subsequent equal periods until terminated in accordance with the terms of this Agreement. The Customer may cancel this Agreement by providing 60 days written notice prior to the Anniversary of the of the initial Term (or any subsequent renewal anniversaries after the expiry of the initial term) to PeoplePlus.

- 9.2. **Termination by convenience:** PeoplePlus may terminate this Agreement at any time during the validity of this Agreement by giving thirty (30) days prior written notice to the Customer, without assigning any reason.
- 9.3. **Termination for cause:** Either Party may terminate this Agreement immediately, with written notice to the other Party:-
- 9.3.1 if the other Party or any of its representatives commits a Material Breach of any of the provisions mentioned under this Agreement and, if the other Party fails to remedy (if capable of remedy) within the mutually agreed time-frame not exceeding 30 (thirty) days of being specifically required in writing to do so by the Party providing such notice;
 - 9.3.2 if a Force Majeure Event persists for longer than thirty (30) days and performance has not recommenced;
 - 9.3.3 if the other Party enters into liquidation whether compulsory or voluntary (other than for the purposes of amalgamation or reconstruction where the emerging company assumes the obligations of that Party entering liquidation), compounds with its creditors or has an administrator, administrative receiver (or other encumbrancer) appointed over its assets, or threatens to do any of the foregoing which is not rescinded or dismissed within a period of sixty (60) days.
- 9.4 PeoplePlus may terminate this Agreement or (at its option) immediately suspend the provision of the whole or any part of the Service or access to the Platform in the event that the Customer has not paid any overdue sum (that is not subject to a dispute) payable under this Agreement (including any applicable interest) within fourteen (14) days after PeoplePlus has served a written notice on the Customer demanding payment of such overdue amount.

10. CONSEQUENCES OF TERMINATION

- 10.1. The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.
- 10.2. The termination of this Agreement pursuant to any of the provisions of this Agreement shall not limit or otherwise affect any other remedy (including a claim for damages), which the Parties may have arising out of the event which gave rise to the right of termination.
- 10.3. On termination of this Agreement, PeoplePlus shall immediately withdraw access and any other usage of the Services or Platform (and any other ancillary rights), except usage which is necessary for the completion of the existing contracts, assignments under performance by the Customer. For the avoidance of doubt, such continued use of the Services or Platform would be subject to the Fees under this Agreement.

11. NOTICES

- 11.1. All notices and other communications required or permitted under this Agreement shall be in writing signed by a duly authorised person and delivered by hand, sent by e-mail or sent via registered or certified post to the address and contact details for the relevant Party as set out in Part 1 (Order Form).
- 11.2. All notices given in accordance with clause 11.1 shall be deemed to have been served as follows:
- 11.2.1. if delivered by hand between 9.00 am and 5.00 pm on a business day (which time period is referred to in this clause as "Business Hours"), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours;
 - 11.2.2. if sent by courier or registered or certified post, at the date and time of signature provided that if delivery occurs outside Business Hours, the notice will be deemed received at the next start of Business Hours.
 - 11.2.3. if communicated by email, on transmission of the email from the sender's account during business hours and if outside business hours on the next Business Day at 9 a.m.
- 11.3 A Party may change the details recorded for it in Part 1 (Order Form) by at least seven days' notice to the other in accordance with this clause 11.1.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, interpreted and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. INDEMNITY AND LIMITATION OF LIABILITY

- 13.1. Subject to Applicable Laws, the Customer agrees to indemnify PeoplePlus and its directors, officers, employees, agents against any actual losses, damages, liabilities, cost or expenses (including reasonable attorney's fees), claims, suits, actions, proceedings, demands, penalties, fines, judgments, or awards asserted against or incurred by PeoplePlus (collectively, "**Losses**") which arise out of:

13.1.1. Material Breach of the representations and warranties by Customer;

13.1.2. Any gross negligence or willful misconduct on the part of the Customer ;

13.1.3. Material Breach of any of the obligations provided under this Agreement;

13.1.4. In addition, the Customer agrees to indemnify PeoplePlus and its directors, officers, employees, agents against any Losses that arise due to (i) use of the Services in breach of this Agreement; (ii) unauthorised access to or the misuse of the Platform or Services by an Authorised User; (iii) any agreements made with third parties, or any warranties or representations made by the Customer to a third party in relation to PeoplePlus any or its Services (save to the extent that these have been previously authorised by PeoplePlus by prior written notice); (iv) provision of user data or Content by the Customer or Authorised User that is illegal or infringes the rights of any third party

(collectively referred to as "**Indemnification Event**").

- 13.2. PeoplePlus agrees to indemnify the Customer against any Losses which arise out of any infringement of Intellectual Property Rights and Confidentiality obligations.

- 13.3. The Party indemnifying shall be referred to as the "**Indemnifying Party**" and the Party being indemnified shall be referred to as the "**Indemnified Party**".

13.4. **Procedure of Indemnification**

13.4.1. In the event of occurrence of an Indemnification Event due to which the Indemnified Party incur any Loss or may incur any Loss, the Indemnified Party shall by giving a notice in writing to the Indemnifying Party within a period of 15 (fifteen) days from becoming aware of such an Indemnification Event, specify about any such Loss which relates to or arises out of any claim or liability ("**Indemnification Notice**").

13.4.2. It is agreed by the Indemnifying Party that pursuant to issuance of such Indemnification Notice by the Indemnified Parties, the Indemnifying Party shall indemnify the Indemnified Party and promptly pay the Indemnified Party for all Losses suffered by the Indemnified Parties, in the manner provided in the Indemnification Notice within 30 (thirty) days of receipt of the Indemnification Notice.

13.4.3. It is agreed that in case of any claim or commencement of any proceeding against the Indemnified Party brought by any third party including any government authority, the Indemnified Party shall promptly notify the Indemnifying Party about the commencement of such proceedings/claim. The Indemnifying Party shall have the right and obligation to take control of the defence, negotiation or settlement of such claim/proceeding, provided that the Indemnified Party shall at its sole costs continue to have the right to be represented by the counsel of its choice in connection with the defence, negotiation or settlement of such claim. Provided that the Indemnified Party shall not settle any claim/proceeding without the prior written consent of the Indemnifying Party, the Indemnifying Party shall be liable to pay the full amounts under such claim/proceedings or any cost and expenses incurred in settling the same (except for Indemnified Party's own costs for counsel chosen at the option of the Indemnifying Party).

13.4.4. The obligation of the Indemnifying Party to indemnify the Indemnified Party pursuant to this Clause 13 shall arise immediately upon any of the Indemnified Party becoming aware of a Loss.

13.4.5. The failure of the Indemnified Party to notify the Indemnifying Party of a claim shall not relieve Indemnifying Party of any indemnification responsibility under this Clause 13.

13.4.6. The Indemnified Party shall be entitled, yet only after prior written approval by the Indemnifying Party and at its own costs, to take such action as they may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest any claim or proceeding (including without limitation, making claims, proceedings or counterclaims against third parties). Further, Indemnified Party shall be obligated to reasonably follow any instruction of Indemnifying Party as to how to avoid, dispute, deny, resist, appeal, compromise or contest any claim or proceeding (including without limitation, making claims, proceedings or counterclaims against third parties).

13.4.7. Any payments made pursuant to this Clause 13 shall be made free and clear of and without deduction for or on account of any taxes and if any such deductions are made, or required to be made, in accordance with Applicable Law, the Indemnifying Party shall pay to the Indemnified Party an increased amount so that, after deducting from that

amount all taxes paid or payable in respect of the receipt, the balance remaining is equal to the amount due to the Indemnified Party under this Agreement.

- 13.5. The rights of indemnification as contained in this Clause 13 are without prejudice to any other rights legal or contractual or otherwise, available to any Party.
- 13.5 To the maximum extent permitted by law, neither Party will be liable to the other for any incidental, consequential, indirect, punitive, special or reliance damages related to this Agreement or the services provided hereunder, regardless of the nature of the claim, including, without limitation, lost profits, costs of delay, business interruption, or costs of lost or damaged data, even if such Party has been advised of the possibility of such damages. To the maximum extent permitted by law, excluding a Party's gross negligence or willful misconduct and Customer's payment obligations, the liability of either Party for damages under this Agreement will not exceed the total amount of fees paid hereunder during the 12-month period immediately prior to the event that gave rise to the liability.
- 13.6 Neither party excludes or limits its Liability to the other:
- 13.6.1 for death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors;
- 13.6.2 for any matter which it would be illegal for it to exclude or to attempt to exclude its liability; or
- 13.6.3 for its fraud (including, without limitation, fraudulent misrepresentation).
- 13.7 In addition to clause 13.6, the Customer does not exclude or limit its liability for breach of confidentiality obligations, breach of bribery and anti-corruption obligations and infringement of Intellectual Property.

14. FORCE MAJEURE

- 14.1 Subject to the affected Party's compliance with clauses 14.2 and 14.3, the time specified for the performance by a Party of any obligation of that Party will be extended by a period equal to the period for which such performance is prevented by a Force Majeure Event.
- 14.2 The affected Party will use all reasonable endeavours to mitigate the effect of a Force Majeure Event.
- 14.3 If a Force Majeure Event occurs that will or may prevent the timely performance of a Party's obligations under the Agreement, the affected Party will notify the other Party in writing as soon as possible and in any event within five days of the start of the Force Majeure Event, providing:
- (a) full details of the Force Majeure Event;
- (b) its anticipated effect; and
- (c) the affected Party's proposed measures to mitigate its effect.

15. ASSIGNMENT AND LEGAL SUCCESSORS

Except as may be expressly provided in this Agreement, none of the Parties to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

16. RELATIONSHIP

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties hereto. Except as specified herein, neither Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other Party hereto.

17. SEVERABILITY AND SURVIVAL

- 17.1. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement should be prohibited or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. In such event, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision, which most nearly effects the Parties' intent in entering into this Agreement.
- 17.2. All provisions of this Agreement which are by their terms or by their nature intended to survive termination of this Agreement, including without limitation, Clause 7 (*Confidentiality*), Clause 8 (*Intellectual Property Rights*), 10 (*Consequences of Termination*), Clause 12 (*Governing Law and Jurisdiction*) and Clause 13 (*Indemnity and Liability*) shall survive the termination of this Agreement.

18. ENTIRE AGREEMENT

This Agreement along with the Annexures, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written and oral or any terms on a Customer purchase order or other Customer document in respect of that subject matter.

19. COSTS AND EXPENSES

Each Party shall pay its own expenses, costs and attorney's fees in negotiating, preparing and executing this Agreement.

20. WAIVER OF RIGHTS

All waivers under this Agreement must be in writing, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. No waiver by a Party of breach of any provision of this Agreement or of a failure or failures by the other Party to perform any provision of this Agreement shall be construed or shall operate as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of such provision or as a waiver in respect of any other or further failure whether of a like or different character.

21. AMENDMENTS

This Agreement or any renewal thereof shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by authorised person(s) of the Parties. It is expressly agreed that such authorised person(s) shall either be person(s) who are authorised by law or such authority has been agreed and acknowledged between the Parties.

22. THIRD PARTY RIGHTS

For the avoidance of any doubt, this Agreement is not intended to confer benefits on anyone other than the Parties and the Contract (Rights of Third Parties) Act 1999 shall not apply.

23. DATA PROTECTION

23.1. In relation to any Personal Data processed in performance of the Services, each party shall comply with its respective obligations under the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 including any amendments or other applicable legislation ("Data Protection Laws"). For the purposes of this Agreement the parties agree that the Customer is the Data Controller and PeoplePlus is the Data Processor.

23.2. The Customer may provide Personal Data to PeoplePlus together with such other information as may reasonably be required in order for PeoplePlus to provide the Services.

23.3. PeoplePlus warrants that it shall:

- (a) process the Personal Data only in accordance with the Data Protection Laws and the terms of this Agreement;
- (b) process the Personal Data strictly in accordance with the Customer's lawful instructions as communicated to PeoplePlus in writing from time to time;
- (c) ensure that only PeoplePlus personnel who may be required to assist it in meeting its obligations under this Agreement shall have access to the Personal Data and take all necessary steps to ensure the reliability of all of its personnel with access to the personal data and ensure that all such personnel are bound by a duty to keep the personal data confidential; and
- (d) have in place and shall maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Personal Data.
- (e) Notify the Customer in writing:
 - (i) of any complaint which relates directly to the processing of the personal data or to either Party's compliance with the Applicable Data Protection Laws;
 - (ii) if the instructions for PeoplePlus set out in this Agreement infringe Applicable Data Protection Laws; or

- (iii) without undue delay about a personal data breach relating to personal data processed by PeoplePlus under this Agreement, and shall provide the Customer with full co-operation and assistance in relation to the same;
- (f) PeoplePlus will, to the extent legally permissible, promptly notify the Customer if it receives any complaint, dispute or information requests which may be received from Data Subjects and provide assistance, including but not limited to:
 - (i) requests of data subjects to access, rectify, delete, erase, receive or restrict the processing of their personal data;
 - (ii) security of processing and notification of personal data breaches;
 - (iii) data protection impact assessments; and use reasonable endeavours to enable the Customer to comply with such requests. For further information on data subject rights under current data legislation please consult the PeoplePlus Customer Privacy Policy. A copy is available on request at DPO@peopleplus.co.uk.

For the avoidance of doubt, it is agreed that if any costs are involved in respect to the above or PeoplePlus, as processor, incurs any costs, these costs shall be borne by the Customer.

- (g) PeoplePlus shall not disclose the Personal Data to any third party, other than those engaged in provision of the Service or as required by operation of law.
- (h) No Personal Data may be processed outside of the EEA without the express written permission of the Customer.
- (i) The scope of the processing carried out by PeoplePlus under this Agreement is as follows:
 - (i) scope, nature and purpose of processing: For delivery of the Services set out in Schedule 1;
 - (ii) duration: For the term of this Agreement; and
 - (iii) types of personal data and categories of data subjects: name, address, email and contact details of the Learners and Customer employees.
- (j) The Customer shall provide all reasonable assistance to PeoplePlus in fulfilling its obligations under the Data Protection Laws and if it comes to know of any compliance to be fulfilled by PeoplePlus it shall inform PeoplePlus of it immediately. (k) PeoplePlus agrees to indemnify the Customer against any direct losses suffered or incurred by the Customer due to breach by PeoplePlus. Notwithstanding any provision in this Agreement, PeoplePlus's liability for a data breach shall

be limited to

