



Omniplex Learning client quotation and order form

Please complete the details where applicable in the below order form to confirm your purchase.

Company name:	Department for Business and Trade	Quote number:	
Company registration no:	-	Quote expiry date:	22/02/2024
Company website:		Billing street:	Old Admiralty Building
Company phone number		Billing city:	London
Customer contact:		Billing county:	
Email address:		Billing postcode:	SW1A 2DY
Phone number:		Billing country:	United Kingdom

Omniplex Learning sales contact: Email: Telephone number:

DESCRIPTION	QTY	UNIT PRICE	SUB-TOTAL
Articulate 360 Teams Subscription	11.00		
A360 Engage Individual Support Plan	11.00		
Total:			GBP 14,973.75
VAT:			GBP 2,994.75
Total (inc. VAT):			GBP 17,968.50

This order form is valid for 14 days only. Payment is due 30 days from date of invoice, subject to Omniplex (Group) Ltd. credit acceptance. Where appropriate the customer will pay travel, accommodation and agreed expenses. All orders are subject to Omniplex (Group) Ltd. Terms & Conditions and subject to credit acceptance by Omniplex (Group) Ltd.



Contract Details:

Parties

Omniplex (Group) Limited, a company registered in England and Wales (Company number 02584418), whose registered office is at [REDACTED] ("**Omniplex**").

Department for Business and Trade, a company registered in n/a (Company Number n/a), whose registered address is

[n/a. Postal address is Old Admiralty Building Admiralty Place London SW1A 2DY United Kingdom]; (the "**Customer**").

Order Form:

Renewal Term: **12 Months** from the Renewal Date (**05/05/2024**).

This Order Form contains the following sections:

OMNIPLEX – TERMS AND CONDITIONS

ADDITIONAL PRODUCT TERMS - APPENDIX – ARTICULATE 360

ADDITIONAL PRODUCT TERMS - APPENDIX – ENGAGE SUPPORT PLAN FOR Articulate 360 / Vyond / Rise.com / Storyline



Acceptance of order

Please sign and date

Quote number: [REDACTED] Net: GBP 14,973.75 Total (inc. VAT): GBP 17,968.50

By signing this Order Form, you irrevocably agree to this Agreement.

SIGNED for and on behalf of **Department for Business and Trade**

Authorised Signatory:

Signature: [REDACTED]

Date: Jun 4, 2024

SIGNED for and on behalf of **OMNIPLEX (GROUP) LTD**

Authorised Signatory:

Signature: [REDACTED]

Date: May 31, 2024

Method of payment

Please tick & complete one of the below

- ☒ **Invoice:** Under certain circumstances, Omniplex may provide 30-day credit terms for company Purchase Orders, payable by BACS/transfer. We will deliver invoices electronically to the provided billing contact details upon confirmation of order and credit approval by our Finance Department. Minimum invoice value of £1,000 applies.

Please provide us with either your official company Purchase Order or any applicable PO Reference below to authorise this transaction:

- ☒ **Yes :** Please provide us with both your official company Purchase Order and this signed Order Form. **Until both have been received, we cannot complete your purchase.**
- ☐ **No:** Please just invoice me to the above Billing Address quoting any applicable PO reference: _____
- ☐ **Credit/Debit Card Payment:** You will receive an invoice to the email below with a link to make payment by card.

Please provide an email for us to send the invoice/receipt : [REDACTED]



Additional Terms

These additional terms include:

The Customer and Omniplex will agree the content of publicity statements and/or press releases prior to their release. Both parties will review the content and suggest edits within five days of submission by email. Once the content has been agreed in writing, Omniplex will be able to make the publicity statement or press release accordingly.

Where Omniplex wishes to use Customer copyright materials for a case study (to present Omniplex work examples to a third party or for another reason as communicated in writing by Omniplex), Omniplex will submit the content to the Customer. Within five days of submission of the content by Omniplex, the Customer will approve the content and/or suggest edits or removal of parts of the content. Once the content has been agreed in writing, Omniplex will be able to use the approved content within its case study.

Where Omniplex wishes to use a reference from a Customer (for example, as evidence of work done and/or for another reason as communicated in writing by Omniplex), Omniplex will submit the request for a reference to the Customer. Within five days of submission of the request, the Customer will approve the reference and/or suggest edits. Once the reference has been agreed in writing, Omniplex will be able to use the reference for the purpose previously communicated.

OMNIPLEX – TERMS AND CONDITIONS

TERMS AGREED

1. Definitions and interpretation

1.1 In this Terms and Conditions, the following terms have the following meanings:

"Adequacy Decision"	a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive, while such finding remains in force pursuant to Article 45(9) of the GDPR, or (as applicable) a finding under Article 45(1) of the GDPR or the UK GDPR that a country, a territory or one or more specified sectors within that country, or the international organisation in question ensures an adequate level of protection within the meaning of Article 45 of the GDPR or (as applicable) the UK GDPR;
"Additional Product Terms"	means an appendix to these Terms and Conditions in which product or service specific terms supplement these Terms and Conditions;
"Agreement"	shall mean the Order Form, these Terms and Conditions, any Additional Product Terms relevant to the specific product which the Customer is purchasing, any other appendix and (if applicable) any Statement of Work made pursuant to the Agreement;
"Applicable Law"	any and all laws, regulations and industry standards or guidance (including any applicable British Standard) and any applicable and binding judgment of a relevant court of law in each case which apply in England;
"Authorised Users"	means the Customer Personnel authorised by the Customer to receive the relevant Services. The number of the Authorised Users who shall receive the relevant Services is set out in the Order Form. For some Services, the definition of Authorised User will be different, and this will be apparent in the Additional Product Terms for particular Services;
"Background IPR"	any and all IPRs that are owned by or licensed to either party and which are or have been developed independently of this Agreement (whether prior to the Commencement Date or otherwise);
"Business Day"	09:00 to 17:00 Monday to Friday in the United Kingdom, excluding Bank Holidays in England and Wales;
"Charges"	the charges for the Services payable in accordance with clause 8 and the Order Form;

"Commencement Date"	the date the Order Form is signed;
"Confidential Information"	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers, suppliers, employees, affiliates, products, software, relevant Third Party Software, Customer Materials, Customer Data, Customer Personal Data and/or methods of Omniplex or Customer and disclosed to or otherwise obtained by the other party in connection with this Agreement;
"Controller"	has the meaning given in the UK GDPR;
"Customer Data"	any data (including any Personal Data relating to the staff, customers or suppliers of the Customer and/or individuals who receive Deliverables as part of the Services), documents, text, drawings, diagrams, images, videos, sounds (together with any database made up of any of those) embodied in any media that are supplied to Omniplex by or on behalf of the Customer, or which Omniplex is required to process, store or transmit pursuant to this Agreement from time to time;
"Customer IT Systems"	the IT systems (including but not limited to devices, software and/or applications) used by the Customer from time to time;
"Customer Materials"	has the meaning given in the Additional Product Terms;
"Customer Personal Data"	The personal data specified as such in the Additional Product Terms and/or relevant Statement of Work;
"Customer Personnel"	the Customer, its employees, personnel, agents and contractors who are in receipt of the relevant Services and/or product;
"Customer Premises"	the premises from which the Customer operates from time to time;
"Data Processing Purpose"	the services described in the Additional Product Terms and/or relevant Statement of Work;
"Data Protection Directive"	Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
"Data Protection Laws"	the Data Protection Act 2018, the UK GDPR, GDPR and any relevant law implemented as a result of GDPR;
"Data Subject"	has the meaning given in the UK GDPR;
"Deliverables"	has the meaning given in the relevant Statement of Work;

"Delivery Date"	shall mean the relevant delivery dates as set out in the relevant Statement of Work;
"Documentation"	the documentation made available to the Customer by Omniplex from time to time which sets out a description of the Services, user instructions for the Services and/or the relevant Third Party Software;
"EEA"	the European Economic Area from time to time;
"End User Licence Agreement"	means the product or service specific end user licence terms which regulates end users' access to and use of the product or service, as referred to in the Additional Product Terms;
"GDPR"	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"ICO"	the United Kingdom's Information Commissioner's Office (or any equivalent successor body that may be appointed from time to time);
"Initial Term"	has the meaning given to it in the Order Form;
"IPRs"	patents, rights to inventions, copyright and neighbouring and related rights, know-how, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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;
Liability	means all liability in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, arising under or in connection with this Agreement. "Liable" shall be construed accordingly;
Losses	means all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges whether arising under statute, contract or at common law;

"Non-adequate Country"	a country or territory which is outside the UK and the EEA and in respect of which there has not been an Adequacy Decision;
"Omniplex Personnel"	the personnel including subcontractors engaged by Omniplex in the provision of the Services;
"Order Form"	the Order Form set out at the beginning of this Agreement;
"Personal Data"	has the meaning given in the UK GDPR;
"Personal Data Breach"	has the meaning given in the UK GDPR;
"Portable Copy"	a copy of Personal Data in a structured, commonly used and machine-readable format;
"Processing"	has the meaning given in the UK GDPR and "Process" and "Processed" have corresponding meanings;
"Processor"	has the meaning given in the UK GDPR;
"Sensitive Personal Data"	has the meaning given in the UK GDPR;
"Services"	means the services (including any Third Party Services) to be provided by Omniplex to the Customer as specified in the Order Form and/or as supplemented in a Statement of Work and/or Additional Product Terms;
"Service Go-Live Date"	means the same as Commencement Date unless otherwise specified in the Order Form;
"Service Specific IPRs"	IPRs in items, materials and/or software created by Omniplex specifically for the Customer for the purposes of this Agreement and any updates and amendments to the same but excluding any Background IPR and Customer Data;
"Statement of Work"	shall mean a statement of work entered into pursuant to these Terms and Conditions for the provision of Services;
"Support"	shall mean the support services as set out in an appendix or referred to in a link;
"Term"	shall mean collectively the Initial Term and any subsequent Renewal Terms;
"Terms and Conditions"	means these terms and conditions;
"Third Party Services"	shall mean the relevant Third Party Software and any associated services provided by the relevant Third Party Vendor to the Customer;

"Third Party Software" or "TPS"	shall mean the relevant third party software specified in the Order Form and/or Additional Product Terms;
"Third Party Vendor" or "TPV"	shall mean the relevant third party provider who is licensing and providing access to the relevant Third Party Software;
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 (which is specific to the United Kingdom) and any similar replacement or additional tax;
"UK GDPR"	GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time); and
"Year"	a period of 12 months from and including the Service Go-Live Date or an anniversary of the Service Go-Live Date provided that, where this Agreement is terminated part way through such a 12 month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

- 1.2 References to **"clauses"**, **"schedules"** and **"appendices"** are to the clauses, schedules and appendices of this Agreement all of which form part of this Agreement, and which shall have effect as if set out in full in the body of this Agreement. The headings shall not affect the interpretation of this Agreement.
- 1.3 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **"company"** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision or to Applicable Law:
 - 1.5.1 shall include all subordinate legislation made from time to time under the same; and
 - 1.5.2 is a reference to the same as amended, extended, superseded or consolidated from time to time and including any other similar legislation in any other jurisdiction.
- 1.6 A reference to **"writing"** or **"written"** includes email (including all attachments).
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

- 1.9 Any reference to a document within these Terms and Conditions shall be deemed to include such document as may be updated from time to time.
- 1.10 Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the generality of the related general words.

2. Basis of contract

- 2.1 With effect from the Commencement Date, the Customer engages Omniplex and Omniplex accepts its engagement by the Customer to provide the Services on the terms of the Order Form, these Terms and Conditions, the Additional Product Terms and if applicable, a Statement of Work.
- 2.2 The relationship of Omniplex to the Customer shall be that of independent contractor and nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the Customer and Omniplex.
- 2.3 Neither party shall pledge the credit of the other or sign any document, enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so without the prior written consent of the other party.
- 2.4 In the event that there is any conflict between the Order Form, these Terms and Conditions, the Additional Product Terms, and any applicable Statement of Work, the order of precedence for resolution of such conflict shall be: the Order Form, the Additional Product Terms, these Terms and Conditions, the applicable Statement of Work and any applicable appendix.

3. Provision of the Services

- 3.1 Omniplex shall provide the relevant Services from the relevant Service Go-Live Date as set out in the Order Form and/or as agreed in writing with Omniplex.
- 3.2 The parties acknowledge and agree that during the Term the Customer may request additional Services to be provided from time to time and Omniplex may accept or reject such request.
- 3.3 Omniplex warrants that:
- 3.3.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement;
- 3.3.2 it shall, in providing the Services co-operate with the Customer in all matters relating to the Services to the extent reasonably required to fulfil the Services; and
- 3.3.3 perform the Services with reasonable care and skill.
- 3.4 Any other warranties, clauses, obligations or implied terms which might otherwise be implied into this Agreement by statute, custom or at law (including, without limit, any warranties of fitness for purpose or relating to satisfactory quality) are excluded to the fullest extent permitted by law.
- 3.5 Omniplex shall be entitled to change the way any of the Services are delivered under this Agreement in order to comply with Applicable Law provided always that such change does not have a material detrimental effect on the Services' performance and

functionality. Omniplex shall notify the Customer in writing of any changes to the Services as soon as reasonably practicable.

4. Support

- 4.1 Where Omniplex agrees to provide the Customer with Support, such Support shall be provided in accordance with the terms set out in an appendix or referred to in a link.

5. Third Party Services and product specific terms

General

- 5.1 Subject to the Customer entering into the Additional Product Terms, Omniplex shall procure the grant to the Customer of a licence from the relevant Third Party Vendor to use and access the Third Party Software subject to and on the relevant Additional Product Terms. Notwithstanding the foregoing, the Customer shall (and shall procure that the Customer Personnel) comply with and shall access and use the Third Party Software strictly in accordance with the relevant Additional Product Terms.
- 5.2 The Customer acknowledges and agrees that Omniplex shall have no Liability in respect of the Third Party Software (including but not limited to the functionality, availability or whether the Third Party Software meets the Customer's requirements).
- 5.3 The Customer shall indemnify Omniplex against all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges incurred or suffered, howsoever arising, by Omniplex as a result of or in connection with the Customer's (including the Customer Personnel's) breach of the terms of the Additional Product Terms.

6. Customer's obligations

- 6.1 The Customer shall:
- 6.1.1 co-operate with Omniplex in all matters relating to the Services;
 - 6.1.2 provide such information to Omniplex as Omniplex may reasonably request for the purpose of providing the Services and ensure that such information is accurate in all material respects;
 - 6.1.3 ensure that the Customer's IT Systems comply with the relevant specification and prerequisites provided by Omniplex to the Customer from time to time;
 - 6.1.4 be responsible for procuring, maintaining and securing the Customer's IT systems, and all problems, delays, delivery failures and all other loss or damage arising from or relating to the Customers' network connections or telecommunications links or caused by the internet;
 - 6.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the Commencement Date;
 - 6.1.6 where appropriate, prepare the Customer premises for the supply of the Services;
 - 6.1.7 comply with all Applicable Law with respect to its activities under this Agreement; and

- 6.1.8 comply with any additional licence terms applicable to Third Party Software forming part of the Services that we make you aware of in the Additional Product Terms and from time to time.
- 6.2 If Omniplex's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**") then Omniplex shall notify the Customer of such Customer Default as soon as reasonably possible upon becoming aware of the same and:
 - 6.2.1 Omniplex shall be granted an extension of time for the performance of the Services to reflect such delay and shall not be Liable for any Losses sustained or incurred by the Customer arising from Omniplex's failure or delay to perform any of its obligations as set out in this clause 6.2; and
 - 6.2.2 the Customer shall reimburse Omniplex for any additional costs reasonably incurred by Omniplex arising from the Customer Default.
- 7. **Not Used**
- 8. **Charges and payment**
 - 8.1 The Customer shall pay the Charges in accordance with this clause and the Order Form.
 - 8.2 Omniplex shall submit invoices upon receiving a Customer Order or at the intervals set out in the Order Form.
 - 8.3 The Customer shall have ten (10) Business Days in which to raise a dispute with an invoice in accordance with clause 8.5 otherwise the invoice shall be deemed to have been approved.
 - 8.4 Prior to the commencement of any Renewal Term, Omniplex reserves the right to change the Charges. In the event of any changes to the Charges, Omniplex shall provide the Customer with written notice no later than eight five days (85) days before the end of the Initial Term or Renewal Term. If the changes to the Charges are not acceptable to the Customer, the Customer shall have the right to terminate the Agreement by written notice to Omniplex no later than seventy (70) days before the end of the Initial Term or Renewal Term. The Customer shall otherwise be deemed to have accepted the changes to the Charges and such changes shall apply.
 - 8.5 If the Customer has a bona fide dispute with the whole or any part of an invoice, it shall advise Omniplex accordingly in writing. The Customer shall provide details of the invoice and the amounts in dispute and if Omniplex agrees, it shall re-submit the invoice within 10 Business Days of receiving the Customer's dispute notice. If the parties have not resolved the dispute within 30 days of the Customer giving notice to Omniplex, the dispute shall be resolved in accordance with clause 17. Where only part of an invoice is disputed, the Customer shall pay the undisputed amount on the due date for that invoice.
 - 8.6 If the Customer fails to make any payment due to Omniplex by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of four (4)% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. In relation to payments disputed in good

faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

8.7 The Customer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by Applicable Law). Omniplex may at any time, without limiting any other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Omniplex to the Customer.

8.8 All Charges are non-refundable.

9. IPRs

9.1 Unless otherwise agreed in writing (including within any Additional Product Terms) and subject to 9.2 and 9.3:

9.1.1 the Customer shall not acquire any right, title or interest in or to the IPRs of Omniplex, its licensors or any Third Party Vendor, including:

9.1.1.1 the IPR relating to the Third Party Software (including any improvements, updates or upgrades); and

9.1.1.2 Omniplex's Background IPR (including any enhancements, improvements, updates or upgrades); and

9.1.1.3 any Service Specific IPR (including any enhancements, improvements, updates or upgrades).

9.1.2 Omniplex shall not acquire any right, title or interest or to the IPRs of the Customer or its licensors, including:

9.1.2.1 the Customer's Background IPR; and

9.1.2.2 the IPRs relating to the Customer Data.

9.2 To the extent necessary for the Customer to receive the Services and to use and exploit Customer Data in accordance with this Agreement, Omniplex grants the Customer a non-exclusive, non-transferable, revocable licence to use Omniplex's Background IPR and any Service Specific IPRs ("**Omniplex Licence**"). For the avoidance of doubt, this Omniplex Licence does not grant the Customer any licence to use the Third Party Software. Such licence shall be set out in the Additional Product Terms.

9.3 The Customer hereby grants Omniplex a royalty-free, non-exclusive, global licence to use (including the right to grant sub-licences to its subcontractors):

9.3.1 the Customer Data; and

9.3.2 the Customer's Background IPRs,
(together, the "Customer Licensed IPR")

to the extent necessary to enable Omniplex to provide the Services and to fulfil its obligations under this Agreement.

9.4 Subject to clauses 9.5 and 9.6, Omniplex shall indemnify the Customer against the damages awarded or the sum of any settlement amounts agreed in respect of any claim against the Customer as a result of or in connection with any claim made by a third

party ("**Customer Third Party Claim**") that the provision of the Services or receipt or use thereof by the Customer infringes the IPRs of a third party.

9.5 Clause 9.4 shall not apply where the Customer Third Party Claim in question is attributable to:

9.5.1 the Third Party Software and/or Third Party Services;

9.5.2 any use of the Services otherwise than strictly in accordance with the provisions of this Agreement;

9.5.3 the Customer Data; and/or

9.5.4 the Customer's Background IPR;

9.6 Clause 9.4 is subject to the Customer having complied with the following:

9.6.1 If any Customer Third Party Claim is made, or there is any notification of an intention by a third party to make a Customer Third Party Claim, the Customer shall:

9.6.1.1 give written notice of the Customer Third Party Claim to Omniplex as soon as reasonably practicable;

9.6.1.2 not make any admission of Liability in relation to the Customer Third Party Claim without the prior written consent of Omniplex;

9.6.1.3 at the request and expense of Omniplex, allow Omniplex to conduct the Customer's defence of the Customer Third Party Claim including settlement; and

9.6.1.4 at the expense of Omniplex, co-operate and assist to a reasonable extent with Omniplex' defence of the Customer Third Party Claim.

9.7 Subject to clause 9.8, the Customer shall indemnify Omniplex against all Losses incurred or suffered, however arising, by Omniplex as a result of or in connection with any claim made by a third party ("**Omniplex Third Party Claim**") for:

9.7.1 infringement of IPRs or otherwise, where such an Omniplex Third Party Claim arises due to the Customer's use of the Services in breach of this Agreement; and

9.7.2 infringement of a third party's IPRs arising out of or in connection with the use by Omniplex of any of the Customer Materials or the Customer's branding in connection with the Services.

9.8 Clause 9.7 is subject to the following:

9.8.1 If any Omniplex Third Party Claim is made, or there is any notification of an intention by a third party to make an Omniplex Third Party Claim, Omniplex shall:

9.8.1.1 give written notice of the Omniplex Third Party Claim to the Customer as soon as reasonably practicable;

9.8.1.2 not make any admission of Liability in relation to the Omniplex Third Party Claim without the Customer's prior written consent;

9.8.1.3 at the Customer's request and expense, allow the Customer to conduct Omniplex defence of the Omniplex Third Party Claim including settlement; and

9.8.1.4 at the Customer's expense, co-operate and assist to a reasonable extent with the Customer's defence of the Omniplex Third Party Claim.

10. **Liability**

10.1 Neither party limits its Liability:

10.1.1 for death or personal injury caused by its negligence or that of its employees, agents or sub-contractors;

10.1.2 for fraud or fraudulent misrepresentation by it or its employees; or

10.1.3 for any other act or omission, Liability for which may not be limited under Applicable Law.

10.2 Subject to clause 10.1 Omniplex shall under no circumstances whatever be Liable to the Customer, for:

10.2.1 any loss of profits, anticipated profits, business, reputation or goodwill;

10.2.2 any loss or corruption of data or information;

10.2.3 Sensitive Personal Data, whether in connection with a Personal Data Breach or otherwise;

10.2.4 loss of anticipated savings or wasted expenditure;

10.2.5 any loss or Liability under or in relation to any other contract;

(in each case whether direct or indirect), and/or

10.2.6 any indirect, special, consequential or pure economic loss or damage.

10.3 Subject to clause 10.1, Omniplex's total Liability in connection with this Agreement throughout the Term, shall be one hundred and twenty five percent (125%) of the Charges paid in the Year in which the first act or omission giving rise to the Liability occurs.

11. **Assignment and subcontracting**

11.1 Omniplex may at any time assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under this Agreement without the Customer's consent.

11.2 The Customer shall not assign, transfer, mortgage, charge, declare a trust over, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under this Agreement without Omniplex's written consent.

12. **Confidentiality**

12.1 Subject to clause 12.2, each party to this Agreement (the **Recipient**) shall:

12.1.1 use the other party's (the **Disclosing Party's**) Confidential Information solely for the performance of this Agreement; and

- 12.1.2 keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party's prior written consent, disclose it to any other person.
- 12.2 The Recipient may disclose the Disclosing Party's Confidential Information:
 - 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with this Agreement and the Recipient shall ensure that such persons comply with this clause 12;
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - 12.2.3 if such information is public knowledge or already known to the Recipient at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).
- 13. **Data Protection**
 - 13.1 The Customer acknowledges that any Personal Data collected by Omniplex pursuant to Services and/or products provided by Omniplex shall be collected in accordance with Omniplex's privacy policy at <https://omniplexlearning.com/privacy-policy/> ("**Omniplex's Privacy Policy**").
 - 13.2 The Customer also acknowledges and agrees that where Omniplex is procuring and facilitating the grant of a licence from the relevant Third Party Vendor for the Customer to use and access the Third Party Software, Omniplex may provide such Third Party Vendor with the relevant Customer's Personal Data for the purpose of the Third Party Vendor providing the Third Party Service but that any processing of personal data by the relevant Third Party Vendor shall be carried out pursuant to the relevant Third Party Vendor's privacy policy (a link to which is in the Additional Product Terms) and any data processing agreement between the Customer and the Third Party Vendor.
 - 13.3 The parties acknowledge and agree that for the purposes of this Agreement: (i) the Customer is the Controller and Omniplex is a Processor in respect of all Customer Personal Data Processed pursuant to this Agreement; and (ii) any relevant Third Party Vendors are separate Processors of Customer Personal Data Processed by them.
 - 13.4 The Customer shall comply with its obligations under Data Protection Laws in respect of all Personal Data Processed pursuant to this Agreement. The Customer acknowledges that Omniplex is not responsible for determining the requirements of all laws applicable to the Customer's business or that Omniplex's provision of the Services will meet the requirements of such laws. The Customer will ensure that Omniplex's Processing of Customer Personal Data, when done in accordance with the Customer's instructions, will not cause Omniplex to violate any applicable law, regulation, or rule, including without limitation Data Protection Laws.
 - 13.5 The Customer warrants and represents that:
 - 13.5.1 all Personal Data which it transmits to Omniplex and relevant Third Party Vendors is transmitted in accordance with Applicable Laws; and
 - 13.5.2 it has and shall maintain throughout the term of this Agreement all appropriate, lawful bases to use such Personal Data in accordance with this Agreement, including ensuring the provision of Omniplex's Privacy Policy and/or any

relevant Third Party Vendor privacy policy to any relevant Data Subjects covering the Processing of such Personal Data by Omniplex and/or any relevant Third Party Vendor pursuant to this Agreement.

13.5.3 (unless otherwise agreed by Omniplex), the Customer will not provide (or cause to be provided) any Sensitive Personal Data to Omniplex for processing under the Agreement.

13.6 Omniplex shall only Process Personal Data for the purpose of performing the Data Processing Purpose on reasonable written instructions that the Customer may give to Omniplex from time to time concerning such Processing. The Customer shall ensure that any such instructions comply with all Applicable Laws. Omniplex shall notify the Customer if, in Omniplex's opinion, any instruction given by or on behalf of the Customer breaches Data Protection Laws and may refuse to comply with any such instruction.

13.7 Notwithstanding any provision to the contrary within this clause 13, Omniplex may take any steps that Omniplex (acting reasonably and in good faith) determines are necessary in order for it to comply with Data Protection Laws. This shall include Omniplex having the right to notify the ICO and any relevant Supervisory Authority of any circumstance that has arisen in relation to the Processing of Personal Data under this Agreement to the extent that Omniplex (acting reasonably and in good faith) believes that this is necessary in order to comply with Data Protection Laws.

Security

13.8 Omniplex shall maintain appropriate technical and organisational security measures in accordance with Article 32 of the UK GDPR,

13.9 Omniplex shall ensure that the measures to be taken pursuant to clause 13.8 are appropriate having regard to:

13.9.1 the nature of the Personal Data and the scope, context and purposes of the Processing and the likelihood and severity of the risks to Data Subjects that are presented by the Processing of such Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and

13.9.2 the state of technological development and the cost of implementing such measures.

Record-Keeping & Audits

13.10 Omniplex shall:

13.10.1 maintain a record of its Processing activities which relate to this Agreement as required by Article 30(2) of the UK GDPR and make such record available upon request to the Customer, and the ICO; and

13.10.2 at any time upon request, and in any event upon termination or expiry of this Agreement, (unless the Customer agrees otherwise in writing in each case) deliver up all Personal Data Processed pursuant to this Agreement.

13.11 Following such delivery up and in the event of termination or expiry of this Agreement Omniplex shall promptly and securely delete or destroy all such Personal Data except for any Personal Data:

13.11.1 which is necessary to enable Omniplex to comply with any continuing obligations that Omniplex may have following termination or expiry of this Agreement; or

13.11.2 which Data Protection Laws require to be stored.

- 13.12 Each party shall provide the other with such information as such other party reasonably requests from time to time to enable such other party to satisfy itself that the party providing the information is complying with its obligations under this clause 13.

Data Transfers

- 13.13 Omniplex may cause or allow Personal Data to be transferred to and/or otherwise Processed in a Non-adequate Country, provided that such transfer or Processing complies with Data Protection Law.
- 13.14 The Customer acknowledges and agrees that Omniplex shall be entitled to use sub-processors to Process Personal Data on Omniplex's behalf. A list of sub-processors is available on request.
- 13.15 Omniplex shall have entered into and will maintain a written agreement with each of its sub-processors containing data protection obligations not less protective than those in these Terms and Conditions with respect to the protection of Customer Personal Data to the extent applicable to the nature of the services provided by such sub-processor. Omniplex shall be liable for all acts and omissions of such sub-processors to the same extent that Omniplex would be liable if performing the services of each sub-processor directly under the terms of these Terms and Conditions.

Data Subject Rights

- 13.16 Omniplex shall, to the extent reasonably practicable, provide the Customer at the Customer's expense with such assistance as the Customer reasonably requests in order to comply with its obligations and fulfil Data Subjects' rights under Data Protection Laws, including:
- 13.16.1 responding to requests or queries from Data Subjects in respect of their Personal Data (including the provision of Portable Copies);
- 13.16.2 cooperating with a legal action in connection with the Personal Data or an investigation in connection with the Personal Data by a regulatory body; or
- 13.16.3 restoring access to and/or otherwise safeguarding the Personal Data,
- within any reasonable timescales agreed with the Customer.

Personal Data Breach Notification

- 13.17 Omniplex shall notify the Customer without undue delay if Omniplex becomes aware of a Personal Data Breach which relates to the processing of Personal Data carried out by Omniplex pursuant to this Agreement.

Costs

- 13.18 The Customer shall reimburse Omniplex immediately on request for all reasonable costs that Omniplex incurs in complying with clauses 13.16 and 13.20.

Controllers

- 13.19 To the extent that both Omniplex and the Customer are Controllers in relation to any Personal Data Processed in connection with this Agreement, then both parties shall perform their respective duties under Data Protection Laws and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties, including mutual cooperation in respect of providing a privacy notice and dealing with complaints.

Miscellaneous

- 13.20 Omniplex shall at the Customer's expense provide reasonable assistance, as requested by the Customer from time to time, in undertaking any data protection impact assessments and/or consultation with the ICO and/or a relevant Supervisory Authority that the Customer may reasonably undertake pursuant to Article 35 and/or 36 (as applicable) of the UK General Data Protection Regulation.
- 13.21 Omniplex shall ensure that its personnel, to the extent that they are involved in the Processing of Personal Data in connection with this Agreement, shall be subject to appropriate binding obligations to protect the confidentiality of such Personal Data.
- 13.22 Omniplex's obligations under this clause 13 exclude any Personal Data relating to its personnel engaged in the performance of Omniplex's obligations under this Agreement generated by Omniplex solely for the purposes of its internal human resources procedures and records.

14. Term and termination

- 14.1 This Agreement shall begin on the Commencement Date and continue for the Initial Term. Following the Initial Term, the relevant Service shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**"), unless either party provides no less than seventy (70) days written notice of its intention to terminate prior to the end of the Initial Term or the relevant Renewal Term.
- 14.2 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:
- 14.2.1 commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;
 - 14.2.2 is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an "**Insolvency Event**");
 - 14.2.3 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
 - 14.2.4 Without limiting its other rights or remedies, Omniplex may:
 - 14.2.4.1 terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the relevant Third Party Vendor terminates its agreement with Omniplex for the resale of the relevant Third Party Software;
- (b) the Customer fails to pay any amount due under this Agreement on the due date for payment and fails to pay all outstanding amounts within thirty (30) days after being given written notice to do so.

14.2.4.2 suspend provision of the Services under this Agreement if Omniplex reasonably believes that the Customer is about to become subject to an Insolvency Event, or if the Customer fails to pay any amount due to Omniplex on the due date for payment until the Customer makes such payment.

15. **Consequences of termination**

Upon expiry or termination of this Agreement for any reason:

- 15.1 the Customer shall immediately pay to Omniplex all Omniplex's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Omniplex may submit an invoice, which the Customer shall pay immediately on receipt;
- 15.2 the Customer shall immediately stop using the Services;
 - 15.2.1 the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, Omniplex may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose;
- 15.3 each party shall promptly return or (at the other party's option) destroy all the other party's Confidential Information (which includes deletion of copies of software, owned by Omniplex or its licensors, from laptops or other equipment of the Customer) in its possession or control. Where such Confidential Information is stored electronically, each party agrees to destroy such information to the extent possible;
- 15.4 the parties' rights and remedies that have accrued as at termination shall be unaffected; and
- 15.5 clauses that expressly or by implication survive termination shall continue in full force and effect including clauses 7 (Charges and payment), 10 (Liability), 12 (Confidentiality), 13 (Data Protection), 15 (Consequences of Termination), 17 (Dispute Resolution), 18 (Notices), and 19.8 (Governing law and jurisdiction).

16. **Force majeure**

- 16.1 If a party (an "**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall not be in breach of contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.2 A "**Force Majeure Event**" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was

unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic, illness or sickness of a trainer, or similar events, natural disasters or extreme adverse weather clauses, or default of suppliers or subcontractors.

- 16.3 If the period of delay or non-performance continues for (three consecutive (3) months the party not affected may terminate this Agreement by giving thirty (30) Business Days' written notice to the Affected Party.

17. **Dispute resolution**

- 17.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a **"Dispute"**) then the parties shall follow the procedure set out in this clause:

17.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a **"Dispute Notice"**), together with relevant supporting documents. On service of the Dispute Notice, the parties' Representatives specified in the Order Form (**"Dispute Representatives"**) shall attempt in good faith to resolve the Dispute;

17.1.2 if the Dispute Representatives are unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**"CEDR"**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (an **"ADR notice"**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.

- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 19.8 which clause shall apply at all times.

18. **Notices**

- 18.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

18.1.1 delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18.1.2 sent by email to [REDACTED] (for giving notice to Omniplex); and

18.1.3 sent by email to the email address then associated with the Customer's account (for giving notice to the Customer). It is the Customer's responsibility

to keep its email address current. (The Customer will, in accordance with clause 18.2.4, be deemed to have received any email sent to the email address then associated with its account whether or not it has actually received the email).

- 18.2 Any notice or communication shall be deemed to have been received:
- 18.2.1 if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
 - 18.2.2 if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting; and
 - 18.2.3 if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and
 - 18.2.4 if sent by email, at 09:00 on the next Business Day after transmission.
- 18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. **General**

- 19.1 Omniplex may use the Customer's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material.
- 19.2 No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to or modification of this Agreement and signed by an authorised representative of each party. Notwithstanding the foregoing, Omniplex reserves the right, in its sole discretion, to make changes to the Services where it:
- 19.2.1 is instructed to do so by a Third Party Vendor; or
 - 19.2.2 deems necessary or useful to:
 - 19.2.2.1 maintain or enhance the quality or delivery of Services to its customers;
 - 19.2.2.2 maintain or enhance the competitive strength of or market for the Services;
 - 19.2.2.3 improve the Services' cost efficiency or performance; or
 - 19.2.2.4 to comply with Applicable Law, provided that no such changes have the effect of materially degrading the functionality of the Services.
- 19.3 This Agreement is personal to the parties and no third parties shall be considered beneficiaries for any purposes, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right

or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Omniplex which is not set out in this Agreement.
- 19.6 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.
- 19.7 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 a single agreement.
- 19.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The Customer irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit Omniplex's right to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

ADDITIONAL PRODUCT TERMS - APPENDIX – ARTICULATE 360

"Authorised Users"	means the Customer Personnel authorised by the Customer to use Articulate 360. A "Seat" is one licence for one Authorised User. The number of "Seats" purchased is set out in the Order Form;
"Customer Personal Data"	means the personal data collected and processed in the Service, as further described in Articulate's privacy policy;
"Data Processing Purpose"	means the data processing purpose as further described in Articulate's privacy policy;
"General Terms of Service"	means the Articulate 360 General Terms of Service available at this link https://articulate.com/360-terms-of-use ;
"Optional Feature"	means any chargeable new or additional products, services, features and functionalities available in connection with the Service that is not a part of the free updates or upgrades to the Service, including without limitation, Reach 360;
"Service"	means the Articulate 360 service, which enables Authorised Users to create interactive online training for learning management systems;
"Software"	means all software within or comprising the Service, and/or distributed by Articulate, to enable the Customer's and its Authorised Users' use of the Service; and
"Support"	means the Articulate maintenance and support services.

1. Licence to use Articulate 360

- 1.1 The Customer's licence to use Articulate 360 Personal is non-exclusive, non-transferable, non-sublicensable, revocable and subject to the limits on time, number of Seats and price agreed in the Terms and Conditions and/or Order Form.
- 1.2 The Customer's licence to use Articulate 360 Teams is non-exclusive, transferable up to two (2) times per Seat per 12 month term, non-sublicensable, revocable and subject to the limits on time, number of Seats and price agreed in the Terms and Conditions and/or Order Form.
- 1.3 The Customer's and its Authorised Users' use of Articulate must comply with the General Terms of Service. The Customer shall make its Authorised Users aware of the terms of the General Terms of Service.
- 1.4 The Customer shall not decompile, reverse engineer, disassemble, translate, make a derivative work, modify or adapt the Software. The Customer must not sell, sub-license, rent, lease, or otherwise provide rights to the Software and/or Service free or for value.

2. **Optional Features**

- 2.1 An Optional Feature can be purchased in respect of all or some of the Seats. If purchased at the same time as purchasing Seats for the Service, the rates will be as set out in the Order Form. If Optional Feature Seats are purchased after the purchase of the Service, the rates for the Optional Feature will be as available at the time of purchase.
- 2.2 If the Customer fails to pay for Optional Features for all Seats using Optional Features in accordance with paragraph 2.1 and Omniplex becomes aware that Optional Features are being used by Customer Personnel then:
 - 2.2.1 Omniplex will notify the customer of the number of additional Seats using Optional Features;
 - 2.2.2 any additional charges for Optional Features will be incorporated into the Customer's licence under paragraph 1 and captured for purposes of paragraph 3.1;
 - 2.2.3 Omniplex will calculate future charges in accordance with paragraph 3.3;
 - 2.2.4 Omniplex will invoice the Customer for historic usage of the Optional Features at the same rate as would have been payable by the Customer during such period for Optional Features, plus any additional reasonable costs that Omniplex has incurred as a result of this historic usage; and
 - 2.2.5 The Customer will pay the invoice raised in accordance with paragraph 2.2.4 within 30 days.
- 2.3 The term of any Optional Features purchased will be 12 months unless otherwise specified in the Order Form.
- 2.4 The term of any Reach 360 (an Optional Feature) subscription is treated co-terminously with the Service Seats.
- 2.5 There are no credits or refunds for any Optional Feature users not utilised during the Term.

3. **Co-terminous product**

- 3.1 Articulate 360 is licensed on the basis of co-terminous Seat upgrades. For example, this means that if the Customer buys fifty Seats at the Commencement Date, and four months later it buys another ten Seats, Omniplex will charge the ten Seats for the remaining eight months of the Year, such that the second batch of Seats purchased becomes co-terminous with the first batch of Seats purchased (i.e. all Seats will end together on the same date).
- 3.2 The Customer may upgrade (i.e. increase) its number of Seats during a Year, but cannot downgrade (i.e. decrease) its number of Seats during a Year.
- 3.3 Where the Customer increases its number of Seats, Omniplex will calculate the charges pro-rata on a monthly basis over the remaining Term and the Customer will be charged accordingly at its new level of Seats.

- 3.4 Upon renewal, we will charge you for the total number of Seats used during your previous subscription (including all Seats using the Services and /or any Optional Features that have not been paid for at the time of renewal).
4. **Data protection terms applicable to use of Articulate 360**
- 4.1 The privacy policy applicable to the Service is here: <https://articulate.com/trust/privacy>.
- 4.2 The data processing agreement applicable to the Customer Personal Data processed by Articulate in order to provide the Service is here: <https://articulate.com/360/terms/dpa>. (You will note that this agreement covers the situation where Articulate is a Processor of such Customer Personal Data used in the Software and you are Controller of the Customer Personal Data). If you would like to have a Controller to Controller data processing agreement between you and Articulate, covering the very limited business contact data that Articulate will, as Controller, process for its account management purposes, please let us know and we can provide you with a pre-signed agreement from Articulate.)
- 4.3 The cookies policy applicable to the Service is here: <https://articulate.com/trust/privacy/information-we-collect>.
- 4.4 The list of sub-processors in the Service is here: <https://articulate.com/trust/gdpr/subprocessors>.
5. **Support applicable to Articulate 360**
- 5.1 Omniplex offers an enhanced support package for Articulate 360. Customers who opt for the enhanced support package will have this set out in the Order Form and an additional Support appendix detailing the relevant Service which will form part of this Agreement.
- 5.2 Customers who do not opt for the Omniplex enhanced support package shall be entitled to a basic Articulate 360 support package details of which can be found at <https://articulate.com/support/policy>.

APPENDIX – ENGAGE SUPPORT PLAN FOR

Articulate 360 / Vyond / Rise.com / Storyline 3

1. General

Omniplex provides to the Customer certain Helpdesk Services and service levels as specified in this document.

Omniplex will manage 1st and 2nd line support and will involve Articulate and/or Vyond helpdesk for 3rd escalation level. The standard details and response times for all enquiries are set forth below.

1.1 Helpdesk and Support Definitions

“Business Hours”	are defined as the operating hours (being 09:00– 17:30 UK, Monday-Friday).
“Customer”	is a business with contractual access to one or more of the following software platforms: Articulate 360, Rise.Com, Storyline 3 and Vyond.
“ETA”	means the estimated length of time it will take to address the Ticket via deployment of mitigation procedures.
“Fair Usage”	Fair Usage regulates the fair use of our support services. Our Engage Support plan is designed for Customers with normal usage and support patterns. However, we may take measures to limit the small number of Customers whose support request patterns substantially differ from the typical support patterns of a standard business.
“First Response”	means the period between the time when the Ticket was reported in full, and the time when an acknowledgement via ticket was made by any of Omniplex’s personnel.
“Helpdesk”	means the Omniplex support team.
“Ticket”	means an individual request for support from the Helpdesk for either a technical or functional question around the software behaviour.

2. Additional support services included within Engage Support Plan

- 2.1 **Service Channels** – Customers may contact the Omniplex Helpdesk using the contact details within the attached website: <https://omniplexlearning.com/service-level-agreement-contact-details/>
- 2.2 **Named Ticket Owner** – When a Ticket is created with Helpdesk, the Customer will be given the name and email address of the Helpdesk contact who will be working on the Ticket in its entirety

- 2.3 **Appointed Product Expert** – If the Ticket needs to be escalated to 2nd line support you will be given the name and email address of a member of the Product Expert team who will work with the named Ticket owner in Helpdesk. The Product Expert will also act as the point of contact for any Tickets that are raised to 3rd line support with Articulate or Vyond helpdesk.
- 2.4 **Technical How-to Show and Tell** – For any technical configurations of the software, you will receive an email response with your solution and (where required) a video explanation of how to solve the Ticket question. Alternatively, this may be demonstrated in a scheduled call via screen share. Fair Usage applies to this service.
- 2.5 **Functional How-to Guides** - For any functional how-to questions, Helpdesk will provide a personalised response with a solution along with the relevant help guide.
- 2.6 **Functional How-to Show and Tell** – For any functional questions relating to the software, you will receive an email response with your solution and (where required) a video explanation of how to solve the Ticket question. Alternatively, this may be demonstrated in a scheduled call via screen share. Fair Usage applies to this service.

3. **Support requests**

3.1 **The following information should be provided in any Ticket:**

- (i) A detailed description of the question, with as much reasonable detail as can be provided.
- (ii) In case of an error message, provide the exact steps necessary (if known) to reproduce the error.
- (iii) Any applicable screenshots or video captures.

3.2 **Customer's General Responsibilities**

The Customer agrees that it will reasonably cooperate with Helpdesk and will be responsible for:

- (i) documenting and reporting errors promptly
- (ii) providing sufficient information for Helpdesk to duplicate an error, assess the situation, and undertake any needed or appropriate corrective action
- (iii) following instructions or suggestions from Helpdesk regarding use, maintenance, upgrades, repairs, workarounds, or other related matters
- (iv) having adequate technical expertise and knowledge of their configuration of the Service,
- (v) ensuring that only the named license holder for the Service may act as the point of contact
- (vi) providing Helpdesk with reasonable access to Customer's personnel during Business Hours; and
- (vii) carrying out procedures necessary to test the rectification of reported errors or malfunctions within a reasonable time after such procedures have been received from Omniplex.

4. Tickets raised

4.1 Priority

In case of an error in the Service, Customer shall perform self-diagnosis of each Ticket and make a recommendation to Omniplex with regard to the severity level of that Ticket at the time of reporting the Ticket. Omniplex may re-categorise any ticket based on additional information and shall communicate such re-categorisation to the Customer.

Prior to reporting a Ticket, the Customer will have investigated and eliminated any internet or environment issues arising from its equipment, or for which it has responsibility (e.g. internet connectivity).

All support requests will be responded to within 24 hours and resolved as quickly as possible, in line with the priority of the problem.

Table 1 – Priority descriptions

Urgent	Critical production issue affecting all users, including system unavailability, with no workaround available.
High	Issue is persistent, affects many users and/or impacts core functionality or results in significant performance degradation. A critical production issue exists, but with an acceptable workaround.
Normal	Errors in functionality within the application, accompanied by workarounds or affecting some but not all users. The defect does not seriously affect business operations.
Low	General inquiries on the use of the application; or cosmetic errors or tickets which otherwise do not require immediate attention; or rare errors that appear during unusual conditions or are otherwise unlikely in normal use; or errors which have a sustainable workaround.

Table 2 – Priority level targets

Priority	First response	ETA
Urgent	1 Business Hours	Within 5 Business Hours.
High	1 Business Hours	As promptly as commercially feasible.
Normal	2 Business Hours	As promptly as commercially feasible.
Low	8 Business Hours	As promptly as commercially feasible.