

IIP Academy Licence Agreement Terms and Conditions

BY USING THIS SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CREATE A BINDING CONTRACT BETWEEN YOU THE END-USER AND THE RESELLER, OPERATING UNDER AN INVESTORS IN PEOPLE LICENSE. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD [EXIT FROM THIS ORDER AND RETURN THIS DEMONSTRATION INSTANCE OF THE IIP ACADEMY TO THE PERSON FROM WHOM YOU OBTAINED IT WITHIN THREE (3) DAYS OF RECEIPT].

1. INTERPRETATION

In these terms and conditions (the "**Conditions**") and any offer, order or contract that incorporates them, the following words have the following meanings:-

"**Access Start Date**" means the date on which IIP Central England activates the End-User's access to the IIP Academy;

"**Access Period**" means the period of access to the IIP Academy granted to the End-User as stated in the Order, and if not so stated, 1 year from the Access Start Date;

"**Affiliate**" means in relation to a company any subsidiary of that company, any holding company of that company, and any subsidiary of such holding company, as the terms subsidiary and holding company are defined in section 1159 of the Companies Act 2006;

"**End-User**" means the business named in the Order, and legal body subject to these terms and conditions;

"**IIP Central England**" means the IIP Delivery Centre which is a trading name of EMB Excellence Ltd a company registered in England and Wales with company number 07479552

"**IIP Academy**" means the programme as further described in Condition 2 below;

"**Named Employee**" means the named individual employees set out in the Order, or any substitute for such individual as may be agreed in writing by IIP Central England in accordance with Condition 7;

"**Licence Fee**" means the fee for access to the IIP Academy as stated in the Order;

"**Order**" means any order form or agreement which incorporates or references these Conditions,

"**Programme Materials**" means all materials to which access is given to the End-User or a Named Employee in respect of the IIP Academy courseware, including any materials which are available to be viewed through a web-browser or app, all materials available to be downloaded from any website, and all materials supplied on any storage media or in printed form;

"**Skillsoft**" means Skillsoft U.K. Limited and its Affiliates;

"**UKCES**" means the UK Commission for Employment and Skills, a non-departmental public body and private company limited by guarantee, with offices at Renaissance House, Adwick Park, Wath Upon Dearne, S63 5NB and Sanctuary Buildings, Great Smith Street, Westminster, London SW1P 3BT. UKCES develops and maintains the integrity of the Investors in People Standard and frameworks and owns related brands and intellectual property.

2. IIP ACADEMY DESCRIPTION

The IIP Academy has been developed by Skillsoft U.K. Limited based on their **Leadership Advantage Programme** and customised for UKCES for use as part of Investors In People (IIP). EMB Excellence Ltd is the approved Reseller for the IIP Academy as defined in the Reseller Agreement with Skillsoft UK Limited. The IIP Academy has the description, features, content and functionality as set out in the various publications of Skillsoft and UKCES, including those supplied by IIP Central England to the End-User, and as stated on the Skillsoft websites. In summary, the IIP Academy is an on-line targeted leadership development program comprised of a collection of assets selected and organised by leadership experts to align to leadership and management skills, under which individual learning tracks offer to employees a combination of courses, learning assets, reference materials, editorial materials, electronic books and other resources, combining multiple modes of instruction, including text, video, simulations and interactive practice activities, produced by Skillsoft and/or licenced from third parties by Skillsoft. The IIP Academy is accessed through Skillsoft's website, and in particular the "**Skillport® Extranet**" which is Skillsoft's proprietary e-learning software application for launching, tracking and reporting usage of the IIP Academy, running on Skillsoft servers through the world wide web. The IIP Academy and all systems and software used to access it will be as provided, updated and modified from time to time by Skillsoft, and system availability of the IIP Academy and Skillport Extranet as provided by Skillport and subject to Skillsoft's service levels and policies for downtime.

3. ACCESS

IIP Central England will procure for the End-User from Skillsoft

access to and a licence to use the IIP Academy for the Access Period for the Named Employees, in accordance with the terms of this Agreement.

4. ACTIVATION

IIP Central England will arrange for access to the IIP Academy as soon as reasonably practicable after signature of the Order by the parties, and such access will be set-up in accordance with the procedures and policies of Skillsoft. However, IIP Central England will not be obliged to provide such access until the Licence Fee has been paid in full. An Activation Date will be notified by IIP Central England to the End-User after the Order has been agreed.

5. ACCESS CREDENTIALS

IIP Central England will provide to the End-User such passwords and other access credentials needed to allow the End-User and its Named Employees to access and use the IIP Academy. The End-User shall be responsible for keeping such access credentials secure, and shall be answerable for all use and misuse of such access credentials.

6. ACCESS PERIOD

The IIP Academy will only be accessible for the Access Period, and access will cease at the end of the Access Period unless an extension or re-assignment has been agreed.

7. NAMED EMPLOYEES

The IIP Academy and the Programme Materials available through it may only be used by or for the benefit of the Named Employees. A named Named Employee may only be changed with the prior written agreement of IIP Central England, and IIP Central England is not obliged to give such agreement, which may require a special permission from Skillsoft.

8. LICENCE TERMS

8.1 Access

Access to the IIP Academy Online Learning and all running, copying, printing, and other use of the Programme Materials is granted subject to all licence terms published by Skillsoft and any third parties from whom Skillsoft have obtained any Programme Materials, including the licence terms set out in the Exhibit to this Order, and include such licence terms as may be published on the Leadership Advantage Programme, or on or with any Programme Materials. The End-User and Named Employees shall have no greater rights to use the Leadership Advantage Programme and Programme Materials than the Reseller is able to grant. Notwithstanding any other licence terms: the End-User and its Named Employees shall have no rights to install any software forming part of the Leadership Advantage Programme on their own computers, so that the Leadership Advantage Programme shall at all times be operated and accessed remotely from Skillsoft's servers; and the Programme Materials may only be used by and for the Named Employees for their own personal development, and may not be shared with any other person, including any other employee of the End-User. The End-User shall and shall ensure that each Named Employee complies with such licences, and shall be answerable for any breach of such licence terms by any Named Employee.

8.2 Warranty

IIP Central England warrants to you that the IIP Academy and the functionality will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the Access Start Date.

The End-User expressly acknowledges and agrees that use of the IIP Academy is at the End-Users sole risk. Except for the limited ninety (90) day warranty the IIP Academy and any related documentation or materials are provided "AS IS" and without warranty of any kind. IIP Central England expressly disclaims all warranties, express and implied, to the fullest extent permitted by law including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. IIP Central England does not warrant that the functions contained in the IIP Academy will meet End-User requirements, or that the operation of the IIP Academy will be uninterrupted or error-free, or that defects in the IIP Academy will be corrected. The End-User assumes the entire risk as to the results and performance of the IIP Academy.

9. USE OF THE IIP ACADEMY

The End-User shall and shall procure that each Named Employee shall access and use the IIP Academy and Programme Materials with reasonable care and in accordance with all instructions of IIP Central England and Skillsoft.

10. SUPPORT

The End-User will be provided with information on and access to Skillsoft's on-line support tool, which the End-User shall use in all instances to seek to resolve any problems it has with the IIP Academy. The End-User may also contact IIP Central England and nominated support personnel will use reasonable efforts to resolve any problem experienced, where within their competence, or who may refer the problem to Skillsoft for resolution. Neither IIP Central England nor Skillsoft guarantees to be able to resolve every problem.

11. LICENCE FEE

The End-User shall pay the Licence Fee stated in the Order, payment of which is of the essence of this Order. The Licence Fee shall be exclusive of VAT which shall be payable in addition at the same time. The Licensee Fee and VAT thereon may be invoiced as set out in the Order, or if not set out at any time after signature of the Order. All amounts invoiced under this Order shall be paid within 30 days of date of invoice unless otherwise stated. If the End-User fails to pay the Licence Fee or any VAT thereon, or any other amount payable or invoiced under the Order, by the due date: (a) IIP Central England may suspend access to the IIP Academy until it has received payment in full of the Licence Fee and all VAT thereon; or (b) if such amount is more than 90 days overdue, IIP Central England may at any time thereafter terminate this Order.

12. CONFIDENTIALITY AND DATA PROTECTION

Each party will keep confidential any confidential information of the other, and in particular: (a) IIP Central England will keep confidential any confidential information of the End-User or a Named Employee processed on the IIP Academy; and (b) the End-User shall and shall ensure that each Named Employee keeps confidential the IIP Academy, the Programme Materials, and any access credentials. The End-User will be answerable for all acts and omissions of the Named Employees in relation to any such confidential information. All information relating to the End-User and Named Employees may be disclosed (in confidence, where it is confidential) to Skillsoft to enable the IIP Academy and its functionality to be provided under this Order, and the End-User shall procure that all Named Employees have consented to this. IIP Central England will, and will procure that Skillsoft will process any personal data provided by an End-User or Named Employee in accordance with the instructions of the End-User, and will take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data. IIP Central England may disclose any confidential information where required by law. The confidentiality obligations in this clause will not apply to any information which enters the public domain other than through a breach of confidentiality.

13. BREACH

If the End-User is in breach of this Order (including where any Named Employee does anything which would be a breach by the End-User if done by the End-User), however minor the breach, then: (a) IIP Central England will give the End-User a reasonable period of time, but no longer than 10] days, to remedy the breach and demonstrate how they will prevent it from recurring, including to pay compensation for any damage caused by the breach; and (b) if the End-User fails to remedy such breach within such period of time, IIP Central England may terminate the Order.

14. EFFECT OF TERMINATION

On expiry of the Access Period or on earlier termination of the Order, access to the IIP Academy and Programme Materials and all licences granted in respect thereof shall terminate.

15. LIMITATION OF LIABILITY

15.1 Limitation

IIP Central England does not exclude any Relevant Liability for personal injury or death caused by its negligence, fraud, or

breach of Condition 12 (CONFIDENTIALITY AND DATA PROTECTION). Save as provided in the first sentence of this Condition, the Relevant Liability of IIP Central England to the End-User shall be limited to the amount of the Licence Fee in aggregate for all events and circumstances giving rise to Relevant Liability whatsoever. Save as provided in the first sentence of this Condition, IIP Central England shall in any event have no Relevant Liability for: (a) loss of profit, revenue, business, opportunity, contract, or goodwill; (b) any incidental or reliance expenditure; or (c) any indirect, special or consequential loss. Save as provided in the first sentence of this Condition, IIP Central England shall have no Relevant Liability for any failure or delay in performing its obligations under this Order where by event beyond its reasonable control, or by any act or omission of Skillsoft. For the purposes of this Condition, "Relevant Liability" means any liability of IIP Central England to the End-User whatsoever or howsoever arising, including (without limitation) any breach of the Order by IIP Central England (including contractual negligence), any tort by IIP Central England (including non-contractual negligence), any breach of statutory duty, and non-fraudulent misrepresentation.

15.2 Indemnity

The End-User shall indemnify and keep indemnified IIP Central England against any and all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any loss, damage or distress suffered by IIP Central England, as a result of any act or omission of any Named Employee arising out of or in connection with their use of the IIP Academy.

16. GENERAL

16.1 Entire Agreement

The Order represents the entire understanding between the parties relating to the IIP Academy and all Programme Materials. In entering into the Order, the End-User represents that it has not relied on any representation or term as expressly stated in writing in the Order. All conditions, warranties or other terms implied by statute or common law in favour of the End-User are hereby excluded to the fullest extent permitted by law.

16.2 Assignment

This Order is personal to the End-User and may not be assigned to any other person.

16.3 Invalid Provisions

If any term of the Order is held by any court or other competent authority to be void or unenforceable in whole or part, the Order shall continue to be valid as to the other terms and the remainder of the affected term.

16.4 No Waiver

Any failure or delay by IIP Central England to enforce a term of the Order, or to exercise a right or remedy provided by the Order or by law, is not a waiver of that term, right or remedy. No waiver of any such term, right or remedy shall be valid unless given by IIP Central England in writing, and shall only valid for the specific circumstances in respect of which it is given.

16.5 Third Party Rights

No person other than IIP Central England and the End-User is granted any right under or has any right to enforce the Order, under the Contracts (Rights of Third Parties) Act 1999 or otherwise. In particular, any permission for Named Employees to use the IIP Academy and Programme Materials is granted to the End-User only and may not be assigned to or enforced directly by any Named Employee.

16.6 Agency

Except as expressly provided in the Order neither Party shall be or purport to act as the agent of the other Party.

16.7 Law and Jurisdiction

The Order 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 English Law. The Parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Order or its subject matter or formation (including non-contractual disputes or claims).